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Current Topics.

The Watt Case.

NEARLY thirty years have passed since a case resembling that of Mr. WATT, inasmuch as it depended on the evidence of witnesses of evil repute, excited much interest at the Old Bailey. Two persons, named BENSON and KURR, had been charged with extensive frauds in connection with a fictitious betting agency, and, having been convicted, were sentenced, BENSON to fifteen and KURR to ten years' penal servitude. Rumours were heard that the police had not shown their usual activity in the prevention of the frauds, and ultimately three inspectors and a sub-inspector of police were placed on their trial, charged with having received large sums of money from the convicts for services in warning them when warrants had been issued against them, and also from time to time furnishing them with information which might aid them in evading detection or capture. BENSON and KURR were the chief witnesses for the prosecution, and every effort was made to discredit their evidence, but the jury were directed to adopt their testimony when corroborated, and eventually the defendants, with one exception, were convicted and sentenced to terms of imprisonment.

One-man Companies.

IT WAS recently stated in a local newspaper that a trader, on the eve of his failure, converted his business into a limited company, making his wife and mother directors, and himself managing director, with the exclusive power of signing cheques. It was added that the whole of the property had been recovered by the official receiver. There can be no doubt that the decision of the House of Lords in *Salomon's case* (1897, A. C. 22), that a company could be legally formed under the Companies Act by one person or one or two persons, the rest of the seven members being men of straw, led traders in difficulties to think that they were able to put their property out of the reach of their creditors by converting their business into a company and turning over their assets to it. But the Court of Appeal in the case of *Re Carl Hirth* (1899, 1 Q. B. 612) explained that the House of Lords in *Salomon's case* did not decide that such a transaction could not be impeached either as a fraud upon the creditors under the statute of Elizabeth or as an act of bankruptcy under the Bankruptcy Act, 1883. The Court of Appeal accordingly held that there must be an order, where the company had been wound up, for the payment over by the liquidator to the trustee in bankruptcy of the money in his hands

so far as it represented the business and assets which the debtor purported to sell to the company. Any other decision would have placed in the hands of persons who wished to avoid payment of their debts a machinery admirably adapted for the purpose.

Constructive Beggary.

THE LAWS against mendicancy are habitually evaded, and we are, therefore, a little surprised to find that a number of men who went through the form of playing on a musical instrument while they appealed for charity as being unemployed were recently convicted and fined by a police magistrate. One of our earliest recollections is of the "frozen-out gardeners" whose doleful song was invariably heard when the weather was frosty. Many other instances could easily be mentioned where beggary has been tolerated if the beggar arranged himself in a picturesque attitude and made mute appeals for assistance. The artist who sat on the pavement surrounded by his own fresco work, and the blind man who read two lines of the Greek Testament by the aid of raised letters, were not, so far as we observed, molested by the police. Sir CHARLES LAWSON, in his *Memories of Madras*, just published, relates the story of THOMAS SNODGRASS, who was collector and chief administrator of the Yanjam Province, from which he was dismissed and refused a pension. Although he had amassed a considerable fortune, he compelled the directors of the company to grant him a pension by acting as crossing sweeper in Leadenhall-street, immediately opposite the entrance of the India House. We take leave to doubt whether Mr. SNODGRASS, who seems to have possessed more firmness of character than his namesake in the *Pickwick Papers*, would have been equally successful at the present day.

Nuisance by Noise.

THE RECENT case of *Rushmer v. Polsue & Alfieri (Limited)* (*Times*, 15th inst.) gave occasion for an interesting discussion of the circumstances under which a resident in a business neighbourhood can complain of inconvenience caused by noise. The plaintiff was a dairyman who carried on his business and resided in a court off Fleet-street, and, therefore, in the heart of a district devoted to the printing trades. At first no printing business was carried on in either of the houses adjoining, but shortly before the action the defendants established printing works in one of these houses, carrying them on by night as well as by day, and the noise of the machinery at night was alleged by the plaintiff to be an actionable inconvenience. It is somewhat singular that in this matter the law should draw a distinction between personal inconvenience and damage to property. But it was held in *St. Helen's Smelting Co. v. Tipping* (11 H. L. C. 642) that such a distinction exists. "If a man," said Lord WESTBURY, "lives in a street where there are numerous shops, and a shop is opened next door to him, which is carried on in a fair and reasonable way, he has no ground for complaint because to himself individually there may arise much discomfort from the trade carried on in that shop. But where an occupation is carried on by one person in the neighbourhood of another, and the result of that trade or occupation or business is a material injury to property, then there unquestionably arises a very different consideration." This means, apparently, that the law pays more attention to property than to the personal convenience of residents.

Coming to the Noise.

BUT in the present case no question of damage to property arose. It was contended for the defendants that the plaintiff had come into a business neighbourhood and must put up with the resulting inconvenience. The position is stated in the judgment of THESIGER, L.J., in *Sturges v. Bridgman* (11 Ch. D. p. 865), "Whether anything is a nuisance or not is a question to be determined, not merely by abstract consideration of the thing itself, but in reference to its circumstances; what would be a nuisance in Belgrave-square would not necessarily be so in Bermondsey, and where a locality is devoted to a particular trade or manufacture carried on by the traders or manufacturers in a particular and established manner not constituting a public nuisance, judges and juries would be justified in finding, and may be trusted to find, that the trade or manufacture so carried

on in that locality is not a private or actionable wrong." But this principle, as the present case shews, is not to be pushed too far. The plaintiff was bound to submit to the ordinary noises of the businesses into the midst of which he had come as they were then carried on, but he was not bound to submit to the additional noise of the night work of a new business established next door. A person living in the manufacturing part of Sheffield, said COZENS-HARDY, L.J., would not be debarred from complaining if a steam hammer was introduced next door, and so worked as to make sleep at night almost impossible; and it would be no answer to say that the steam hammer was of the most modern approved pattern and was reasonably worked. "In short, if a substantial addition is found as a fact, it is no answer to say that the neighbourhood is noisy, and that the defendant's machinery is of first-class character." Hence the decision of WARRINGTON, J., in favour of the plaintiff was affirmed.

Prohibited Trades.

ONE is continually meeting, in both old and modern London leases, with a quaint and lengthy enumeration of trades which the lessee is not to carry on upon the demised premises. Of course, when a long lease, granted in the days when verbosity was an essential of conveyancing, contains a catalogue of noisy and noxious trades, these have to be repeated in every underlease of every part of the premises originally demised. But such is the influence of custom, that original leases granted in modern times are sometimes provided with similar lists, and even Mr. DAVIDSON, who did so much to check exuberant diction, was unable to resist this particular manifestation of it; and in his form of covenants against specified trades (5 *Dav. Conv.* (2nd ed.), p. 426) he enumerates a large variety of trades, twenty-seven in number, supposed to be "noisy, noxious, or offensive." We observe that he omits the trade of Catgut Spinner, which, if we may judge from ancient leases, appears to have been regarded with special animosity by the advisers of landlords. Why the "spinning" of the internals of this estimable animal (if in tolerably fresh condition) should come within the above-mentioned category, we are unable to understand; possibly the unfortunate creatures were brought upon the premises in a live state. Mr. DAVIDSON, however, does not omit the trade of tobacco pipe maker, which was another industry looked upon with great disfavour in the old times, and he diligently adds to it the business of "pipe borer." And among other occupations mentioned are those of "cork-burner," "tripe-boiler," and "nightman" (what was this last trade?). The diverting part of the matter is that, after racking his ingenuity to specify every noisy or offensive trade, the learned draftsman was conscious that he might not have swept in all, and he accordingly added two lines of general words, which by themselves would have covered all the trades enumerated, but fearing lest they should be construed with reference to the *ejusdem generis* doctrine, he prudently added "whether of the same or a similar nature or not"; the result being that the prohibition of such practical and probable annoyances as a fried fish shop, a restaurant in which onions are freely used in cookery, a laundry or a music teaching establishment, are left to the operation of the general words. Why cannot all noisy and offensive trades be left to be covered by carefully selected general words? In *Key and Elphinstone's Precedents* (8th ed.), vol. 1, p. 728, their prohibition is effected in this way, with the skilful adaptation to modern requirements which one usually finds in that work.

Ad Valorem Duty on Contingent Payments.

IT is one of the peculiarities of the stamp law that, in charging *ad valorem* duty upon the consideration for a sale of property, no distinction is made according as the consideration is absolutely, or only contingently, payable; and this construction has now been adopted by the House of Lords in *Underground Electric Railways Co. v. Commissioners of Inland Revenue* (*Times*, 16th inst.), a case arising on section 56 (2) of the Stamp Act, 1891. That section provides that, where the consideration, or any part of the consideration, for a conveyance on sale consists of money payable periodically for a definite period exceeding twenty years or in perpetuity, or for any indefinite period not terminable with life, the conveyance is to be charged with *ad valorem* duty "as

the total amount which will or may, according to the terms of sale, be payable during the period of twenty years next after the date of the instrument." In the present case, the appellant company had agreed to purchase the undertaking of another company, and part of the consideration was a share in the profits of the appellant company. These profits were to be applied, first, in the payment to the shareholders of a cumulative 5 per cent. dividend; and, secondly, in paying to the vendor company a sum equal to 3 per cent. on the amount for the time being paid up on such of the original share capital—namely, £5,000,000—of the appellant company—that is, the purchasing company—as should have been issued. At the date of the agreement, the whole of the share capital had been issued, and £1,300,000 paid up; and the commissioners claimed that the consideration must be taken to include the payment for an indefinite period of 3 per cent. on £1,300,000, or £39,000. The *ad valorem* duty of 10s. per cent. on twenty times this sum would be £3,900. The appellant company objected that the annual payment was conditional upon the profits being sufficient to provide for the prior 5 per cent. dividend and also for this 3 per cent., and moreover, since the amount paid upon the original capital might vary, the annual payment was not certainly ascertainable. CHANNELL, J. (53 W. R. 61; 1904, 2 K. B. 198), agreed with this contention, and held that the amount payable was, by reason of the double contingency, too uncertain to be the basis of an *ad valorem* duty. But the Court of Appeal (53 W. R. 325; 1905, 1 K. B. 174) took a different view, and the House of Lords have agreed with the Court of Appeal. It is to be observed that section 57, in directing that a charge subject to which property is conveyed is to be deemed part of the consideration, expressly includes money contingently payable, and though the like express provision is not made by section 56 (2), yet the words "money payable" there used are—so it is held—wide enough to cover money contingently payable. In the present case the amount of capital actually paid up at the date of the sale gave a fixed minimum on which the annual payments could be calculated, and the *ad valorem* duty was chargeable accordingly, notwithstanding that the payment might not in fact have to be made.

A Question of Evidence.

At the recent Leeds Assizes a man was charged with arson on two indictments, one relating to a case in July, and the other in October. The facts in each case were similar; the prisoner had entered a barn, lit his pipe, and gone to sleep on some hay, only awaking to find the place ablaze. In each case, also, the evidence depended practically on the prisoner's confession, and there was no suggestion that he bore any grudge against the farmers whose property he destroyed. A conviction, therefore, depended on whether the jury should be convinced that he acted so recklessly as not to care whether the property were burned or not, within the principle of *Reg. v. Child* (1 C. C. R. 307). With this object the October case was proceeded with, and at the close of the evidence it was proposed to give evidence of the facts of the July case, not with the idea of proving a former crime against the prisoner, but in order to rebut the defence of accident. With regard to its weight, such evidence would have been a strong indication that the prisoner, knowing he had already burned down one barn, was criminally reckless in his conduct in the second. As to its admissibility, the law is laid down by Lord HERSCHELL in *Makin v. Attorney-General of New South Wales* (1894, A. C. 57), at p. 65, where he says: "It is undoubtedly not competent for the prosecution to adduce evidence tending to shew that the accused has been guilty of criminal acts other than those covered by the indictment for the purpose of leading to the conclusion that the accused is a person likely, from his criminal conduct or character, to have committed the offence for which he is being tried. On the other hand, the mere fact that the evidence adduced tends to shew the commission of other crimes does not render it inadmissible if it be relevant to an issue before the jury, and it may be so relevant if it bears upon the question whether the acts alleged to constitute the crime in the indictment were designed or accidental, or to rebut a defence which would otherwise be open to the accused." The judgment of the Lord Chancellor

approved of that of MAULE, J., in *Reg. v. Dossett* (2 C. & K. 306), where, on a trial for arson, it appeared that a rick of wheat straw was set on fire by the prisoner having fired a gun near to it. Evidence was admitted to shew that the rick had been on fire the previous day, and that the prisoner was then close to it with a gun in his hand. In *Reg. v. Gray* (4 F. & F. 1102), on a trial for arson with intent to defraud an insurance company, evidence was admitted that the prisoner had made claims on two other insurance companies in respect of fires which had happened in two other houses which he had occupied previously and in succession, for the purpose of shewing that the fire which formed the subject of the trial was the result of design and not of accident. These cases were followed lately by the Court for Crown Cases Reserved, which held that in a prosecution for false pretences evidence of similar acts committed by the accused at a period immediately preceding the commission of the offence, is admissible as evidence of a system practised by him, and as negating any accident or mistake: *Re v. Wyatt* (1904, 1 K. B. 188). But in the case at Leeds, JELF, J., refused to admit the evidence, saying that it would be dangerous to do so universally, and that the line must be drawn somewhere. Here it was not a question of two attempts on the same rick, but there were two barns, some miles apart, and there was an interval of nearly three months between the two occurrences. And it can hardly be questioned that the admission of this evidence would have carried the principle further than it has gone hitherto.

Personating Officers of Justice.

THE OFFENCE of personating officers of justice still exists on the continent, and, according to an article in one of the Italian newspapers, it is carried into effect with much care and ingenuity. The persons accused in a recent case had discovered, with the assistance of a clerk employed in the Custom House, that there were good grounds for suspecting that a number of wine merchants had purchased wine and spirits knowing that the vendors had evaded payment of the proper duties. Taking advantage of this discovery, they disguised themselves as officers of justice, entered the premises of the wine merchants, called for the keys of the cellars, and, in short, played their part so well that the unfortunate dealers were glad to pay a sum of money as the price of their exoneration from further proceedings. Blackmail is common enough in this country, but we cannot find any case in England in which an attempt was made to extort money in so audacious and high-handed a fashion.

Customary Gratuities.

THE ENORMOUS number of customary gratuities which are paid, with more or less goodwill, during the Christmas week may help to remind us of the thin partition between one of these gratuities and a debt legally due from the donor. There is no doubt that a Christmas gratuity could not be recovered by action in the law courts or be made the subject of a bankruptcy notice. But the payment of gratuities is enforced by a procedure which is practically as effective as that in the High Court, and they are not subject to what one great dramatist described as "the law's delay." Many persons pay the tips to railway porters and waiters with more regularity than they pay their general creditors. Gratuities cannot properly be described as debts of honour—their amount is not always fixed—but bets and wagers are not recovered with greater ease. A lawyer should speak of gratuities with respect when he remembers that the largest fees which are paid to barristers only differ from gratuities in the fact that they are generally paid in advance.

The Marine Insurance Bill.

THE MARINE Insurance Bill, for codifying the law of marine insurance, which was brought in by Lord HERSCHELL some ten years ago, seems to have no better prospect of becoming law this session than in previous years. Ten years make a considerable addition to the case law on this subject, and it is time for the draftsman who prepared the Bill, if he is still alive, to search the reports of every English-speaking community and to amend or supplement his code in accordance with the more recent decisions. Assuming this to be necessary, it is difficult to see why a periodical revision of the code is not necessary after it has passed into law.

Conviction on Tainted Evidence.

LAST week we commented upon a case, *May v. Taff Vale Railway Co.*, in which a jury had to decide upon the truth or falsity of a story which was *prima facie* very highly improbable, and in which they decided in favour of the truth of the story. Since then a jury has, in the remarkable case of *Rex v. Watt*, again decided in favour of the truth of a story which was not only most improbable, but which depended chiefly on witnesses of a most unsatisfactory character. The integrity and veracity of a witness are in all cases most material considerations when his credibility is in question; and although the evidence of no person is inadmissible in law because of his bad character, it is clear that in many cases his credibility is greatly affected by his character. When, therefore, we find an extraordinary and improbable story laid before a jury, and find, further, that it depends upon the evidence of witnesses whose credibility is of a very low order, we can only conclude that a jury which accepts the truth of the story must have been convinced in spite of a strong, proper, and natural bias, and by overwhelming evidence.

At no period of our law does a witness seem to have been incompetent merely for his bad character, but a person who had been convicted of certain crimes which were regarded as peculiarly infamous was an incompetent witness until this disability was removed by 6 & 7 Vict. c. 85. Now all persons (except, perhaps, one under sentence of death), whatever crimes they may have either committed or been convicted of, and however low may be their reputation for integrity and veracity, are capable of giving testimony upon oath in all proceedings. In strict law, not even accomplices of a prisoner who give evidence against him need be corroborated, but it is now the universal practice to require such corroboration, and judges invariably direct juries not to act upon uncorroborated evidence of an accomplice, and in the absence of such corroboration often decide that there is no evidence to go to the jury. There is no such practice, however, where the witnesses for a prosecution are not accomplices but are of bad character. It must in such cases always be for the jury, and for the jury alone, to weigh the credibility of such witnesses; and in many criminal prosecutions, from their very nature, tainted evidence is the only means available to the Crown for the purpose of bringing crime home to the guilty.

Cross-examination is, of course, the great engine for testing credibility. To impeach a witness's credit questions may be asked covering his whole career, and he may be cross-examined as to all his past crimes or improper acts. He cannot refuse to answer a question because the answer may degrade his character, but he may refuse to give an answer which tends to incriminate himself and to subject him to punishment. The very refusal to answer such a question is, however, often quite sufficient for the purpose of the cross-examiner. But when the witness's character is firmly established as being as bad as possible, there is always the further question—what motive can he have in this case to speak anything but the truth? Why should he run the risk of imprisonment for perjury, in order to give evidence tending to convict the prisoner? If, in addition to his bad character, a sufficiently strong motive to give false evidence against the prisoner is proved, then indeed it would be dangerous to accept a conviction without very strong corroboration, especially where the accused is a person whose position and former reputation makes the charge exceedingly improbable. But however strong the motive may be, and however bad the character, where there is corroboration the evidence may be received to complete a necessary chain of evidence.

As we have said before, justice very often cannot be done without the use of tainted evidence. Take, for instance, crimes of the nature of that of which OSCAR WILDE was convicted. Such crimes would go almost unchecked, and it would be very seldom indeed that a conviction could be obtained if witnesses were not used of a most repulsive and degraded character. The *Watt* case, again, is an example of a class of offences which can rarely, if ever, be dealt with without the aid of witnesses whose credibility is of a very vulnerable nature. It is a misdemeanour at common law to solicit or incite any person to commit any indictable offence, although the person incited makes no attempt to commit the offence. It is a misdemeanour by statute

to solicit or propose to any person to murder any other person, and a person convicted of this offence is liable to ten years' penal servitude. This is the misdemeanour of which WATT was convicted—a man of good means and position and once a member of Parliament. Now, granting that such a man forms the design to bring about the murder of another, how is he likely to further his purpose?

It is essential that he must choose as his intended instrument either a person who has already, to his knowledge, been guilty of serious crime, or else a person who is ready, in his belief, to do anything for money. Therefore, to carry out his purpose, he must run the very great and obvious risk incurred by putting himself in the power of an absolutely unscrupulous person. If he makes a mistake and suggests to an honest man that he should commit a crime, that man will almost certainly turn on him and denounce him at once. Hence it is of the greatest importance that he should make quite sure of his first step—that is, that he should choose a person whose character is quite beyond mere suspicion, one in whose evil nature he can have the fullest confidence. He must also be quite sure that the inducement he is able and willing to offer is sufficient, not only to tempt the object of his scheme to commit the act, but also to far outweigh any possible advantage to be gained by betraying him. It is clear, therefore, that he must choose a man of as bad a character as he can find. Although the risk of revealing his purpose to such a person must always be great, it may be said that, after a certain point, the worse the character of that person is the less the risk; for if a man of thoroughly bad reputation does denounce his tempter, either to the intended victim or to the police, the more glaring his criminality the less likely is he to be believed, and the easier it is to obtain ready acceptance of the obvious reply of "blackmail." A man whom the police know to be of the worst character is not likely to obtain ready credence when he takes to the police an absolutely unsupported story against a man of wealth and position; nor is he likely to profit to any considerable extent even if he is believed. When, therefore, a man of good position does fall so low as to attempt to procure the commission of a crime, it is clear that he must run the risk of employing men of the worst character. Then if his nefarious scheme is discovered, and he has to stand his trial, it is only by the use of this tainted evidence that he can be brought to justice. He invariably, of course, raises the defence that the accusation is of a blackmailing nature; and where the witness of bad character has already had some money from him, this defence will doubtless often prove successful, as it is so probable. It is so much more probable that a convict should try to blackmail a man of good reputation, than that that man should try to induce the convict to commit a crime.

It is, therefore, extremely difficult to get a conviction in these cases. In no class of case is the evidence more likely to prove extremely puzzling to a jury. The prisoner has borne a good character, and is *prima facie* therefore to be believed, whilst on the other hand, the witnesses are persons whom no one would believe without strong reason for so doing. It should, however, be impressed upon juries, and realized by the public, that in such a case tainted evidence is most likely the only possible evidence, and unless it is used justice cannot be done. It is very unfortunate that the law should have to employ such instruments, but no better are available and no better can reasonably be expected. Of course, to convict the accused an overwhelmingly strong case must be proved; strong corroboration will be required, and all possible weight given to the character of the accused, but no one must expect a chain of evidence in which none of the most important links are open to very strong suspicion.

In fact, the whole matter may be summed up by saying that, in such a case, tainted evidence is to be expected, and that in no sort of case is the bad character of some of the chief witnesses less damaging than in a prosecution for soliciting to commit a serious crime.

Lord Brampton's condition has fluctuated during the week, but latterly has improved.

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Reviews.

County Court Practice.

THE ANNUAL COUNTY COURTS PRACTICE, 1906. Edited by WILLIAM OCHIL SMYLY, K.C., LL.B., Judge of County Courts, and WILLIAM JAMES BROOKS, M.A., Barrister-at-Law. VOL. I: CONTAINING THE JURISDICTION AND PRACTICE UNDER THE COUNTY COURTS ACTS, THE BILLS OF EXCHANGE ACT, THE EMPLOYERS' LIABILITY ACT, AND THE WORKMEN'S COMPENSATION ACTS, AND THE STATUTES, RULES OF PRACTICE, FORMS, AND TABLE OF FEES AND COSTS. VOL. II: CONTAINING THE JURISDICTION AND PRACTICE OTHER THAN UNDER THESE ACTS, TOGETHER WITH THE STATUTES, RULES OF PRACTICE, FORMS AND FEES. Sweet & Maxwell (Limited); Stevens & Sons (Limited).

The multifarious nature of the jurisdiction conferred upon the county courts is evidenced by the contents of these two volumes, which, in the copy before us, are bound in one. The past year has not produced much alteration either by statute or rule. The Ship-owners' Negligence (Remedies) Act, 1905, confers upon the judge of any court of record in England or Ireland—and therefore upon county court judges—additional power to arrest a ship owned by persons out of the jurisdiction as security for claims for damages for personal injury; and new rules have been introduced in order 26a, to deal with new trials and appeals in actions sent for trial to a foreign court, and in order 50, to regulate proceedings under the Licensing Act, 1904. But, in general, county court practice has been left unaltered, and those most in touch with it have been gathering experience during the past year with regard to the extended jurisdiction now in operation under the County Courts Act, 1903. The editors observe that the increased work has in most cases been brought in courts which already had as much business as they could satisfactorily deal with. If this is substantiated by the judges and registrars of these courts, the new Lord Chancellor will have a good basis for further legislation. The contents of the work are well known to the profession, but we may call attention to the admirable way in which the general practice of the county courts is expounded in the early part of volume I, the statutes and the rules being placed in the appendix. The cross-references enable the practitioner to connect the two parts of the volume. Besides the official forms, the late editor's additional forms are retained and are printed in Appendix I. The jurisdiction under numerous special Acts and the Admiralty jurisdiction are contained in the second volume. The whole work is a very complete and convenient guide to county court practice.

Arbitration.

THE LAW OF ARBITRATION AND AWARDS, WITH APPENDIX CONTAINING STATUTES RELATING TO ARBITRATION AND A COLLECTION OF FORMS AND INDEX. FOURTH EDITION. By JOSHUA SLATER, Barrister-at-Law. Stevens & Haynes.

We hardly agree with one of the opening statements of this little book, that the tendency of the commercial mind in "progressive" towards arbitration as a means of settling disputes. This tendency has probably been greatly checked by the creation of the Commercial Court. Arbitrations, however, are very numerous, and there is considerable demand for a convenient summary of the law on the subject suitable for the use of the lay arbitrator and parties submitting to his jurisdiction. This book is just what is wanted. It is not likely to be of use to any lawyer of experience, nor is it intended for his use. It will, however, be very useful to commercial men, being accurate and reliable, as far as it goes, and free as far as possible from legal technicalities.

Workmen's Compensation.

WORKMEN'S COMPENSATION CASES: BEING REPORTS OF CASES DECIDED UNDER THE WORKMEN'S COMPENSATION ACTS. VOL. VII. Edited by R. M. MINTON-SENHOUSE, Barrister-at-Law. Clowes & Sons.

This is the seventh number of this extremely useful series of reports of cases decided under the Workmen's Compensation Acts. Some very important decisions are included in this volume, amongst which may be mentioned *Brintons (Limited) v. Turvey*, in which it was decided that the contraction of the disease of anthrax may be an accident; and *Houlder Line (Limited) v. Griffin*, in which it was held that the owner of a ship is not the occupier of a dock merely because his ship happens to be afloat in it. Most of the cases have, of course, been reported in one or more of the regular series of reports, but a few decisions of the Court of Appeal, and several useful decisions of county court judges, will not be found elsewhere. Many practitioners will find it a great convenience to have the cases on this subject collected in a conveniently small compass.

Magistrates' Law.

SNOWDEN'S MAGISTRATES' ASSISTANT AND POLICE OFFICERS' GUIDE: AN EPITOME OF MATTERS CRIMINAL AND QUASI-CRIMINAL. ELEVENTH EDITION. By T. O. HASTINGS LEES, Barrister-at-Law, and J. RIDLEY SHIELD, Solicitor. Butterworth & Co.; Shaw & Sons.

The title of the last edition of this well-known work was "Snowden's Police Officers' Guide." This edition, however, has enlarged its title by the addition of the words "Magistrates' Assistant." The change in title corresponds with a change in the scope of the book, for there have now been added some chapters on the duties of justices which we have no doubt will be found extremely useful. The part relating to the duties of the police is as good as ever, and is brought up to date by the addition of some valuable new matter, amongst which will be noticed a short note, with diagrams, on identification by finger-prints. Every police officer ought to make a careful study of this part of the book; and if he does so with intelligence he will be saved from many a mistake. The bulk of the book consists of a very simple, complete, and accurate digest of the law as it affects the police, under headings arranged in alphabetical order.

Books of the Week.

The Yearly County Court Practice, 1906: Founded on Archbold's County Court Practice and Pitt-Lewis's County Court Practice. By G. PITT-LEWIS, K.C., and Sir C. ARNOLD WHITE, Chief Justice of Madras. 1906 Edition. By His Honour Judge WOODFALL and E. H. TINDAL ATKINSON, B.A., Barrister-at-Law, assisted by WILLOUGHBY JARDINE, B.A., LL.B., Barrister-at-Law. The Chapter on Costs and the Precedents of Costs by MOETEN TURNER, Esq., Registrar of the Watford County Court. Vol. I. Butterworth & Co.; Shaw & Sons.

Legal and Practical Guide to County Elections. By F. W. HIRST and J. E. ALLEN, Barristers-at-Law. Wildy & Sons.

A Treatise on the Power and Duty of an Arbitrator and the Law of Submissions and Awards, with an Appendix of Forms, and of the Statutes relating to Arbitration. By FRANCIS RUSSELL, M.A., Barrister-at-Law. Ninth Edition. By EDWARD POLLOCK, an Official Referee of the Supreme Court of Judicature, and HAROLD WARREN POLLOCK, B.A., Barrister-at-Law. Stevens & Sons (Limited); Sweet & Maxwell (Limited).

Points to be Noted.

Company Law.

Debenture-holder — Liability as Principals for Acts of Receiver.—Where a mortgagee, of his own authority, and independently of any statute or any contract with his mortgagor, appoints a receiver, the receiver is the agent of the mortgagee (Kerr on Receivers (5th ed.), p. 288). "A receiver who has been appointed by a mortgagee under the ordinary power for that purpose is in possession as agent, not of the mortgagee, but of the mortgagor": per Lord Cranworth, L.C., in *Jefferys v. Dickson* (L. R. 1 Ch. 190). Warrington, J., in a recent case said, after referring to *Jefferys v. Dickson* and other cases, "In all these cases there was an express provision that the receiver should be the agent of the mortgagor." If this is correct, the point before him was covered by authority, and he refers to some remarks of Rigby, L.J., which give some colour to this statement of fact. A receiver appointed under Lord Cranworth's Act was, by section 18 of that Act, to "be deemed to be the agent of the person entitled to the property subject to the charge, who shall be solely responsible for his acts or defaults, unless otherwise provided for in the charge." A receiver appointed under the Conveyancing Act, 1881, is by section 24 of that Act, to "be deemed to be the agent of the mortgagor; and the mortgagor shall be solely responsible for the receiver's acts or defaults unless the mortgage deed otherwise provides." In the case before Warrington, J., a power to appoint a receiver was given, in a charge by the company, to the debenture-holders. There was no express incorporation of section 24 of the Conveyancing Act, and no provision that the receiver should be the agent of the mortgagor. A receiver having been appointed by the debenture-holders, it was held that the debenture-holders were liable for his acts to outside persons dealing with him, and the learned judge refers to the decision of Cozens-Hardy, J., in *Re Vimbs (Limited)* (1900, 1 Ch. 473) in support of his view. Having regard to section 2 of the Conveyancing Act, which says that "mortgage includes any charge on any property for securing money or money's worth;" to the fact that section 19 says that a mortgagee by deed shall have powers to appoint a receiver, &c., "to the like extent as if they had been in terms conferred by the

mortgage deed," and to section 24, already referred to, a decision that section 24 was by inference incorporated would not have been very surprising. Assuming the decision to be correct, it emphasizes the importance of providing expressly in the debentures that the receiver is to be deemed the agent of the company.—ROBINSON PRINTING CO. v. CHIC (LIMITED) (Warrington, J., April 14) (1905, 2 Ch. 123).

Cases of Last Sittings.

High Court—Chancery Division.

ROWDEN v. PARKER. Kekewich, J. 15th Dec.

PARTNERSHIP—SPECULATIVE UNDERTAKING—LACHES—TERMINATION OF PARTNERSHIP—ACCOUNT.

This was an action by the plaintiff, James Rowden, for a partnership account. By a building agreement made in the year 1903 the defendant agreed to take a lease of building land at Shepherd's Bush and build some fifty houses thereon. By a deed of partnership dated the 28th of April, 1904, the plaintiff and defendant entered into a partnership for a period of two years for the purpose of carrying out the building undertaking. The plaintiff was a builder and supervised the actual building while the defendant provided the necessary moneys and paid the plaintiff a weekly sum of £2 5s. It was provided by the deed of partnership that each partner should bank in their joint names a sum of £800, but this in fact was not done. On the 16th of July, 1904, while some of the houses were in course of erection, the defendant dismissed the plaintiff from the works. The plaintiff thereupon left the premises and took no further part in the undertaking. Subsequently it became evident that the undertaking would be a success financially, and on the 24th of March, 1905, the writ was issued in this action. The plaintiff contended that there was a partnership which was dissolved by the defendant's dismissal of the plaintiff on the 16th of July, 1904, and thereupon the plaintiff was entitled to an account. The defendant alleged that the plaintiff had been guilty of laches, that the action had not been brought until the success of the undertaking was assured, and that none of the plaintiff's money had been risked in the scheme which was of a speculative nature. The title to all the property involved was merely equitable, and the court would not give relief in a case of this nature.

KEKEWICH, J., in giving judgment, said: I think what occurred in July, 1904, must be treated as being in substance a dissolution. If the plaintiff had refused, the defendant could not have dissolved the partnership, but the plaintiff accepted the dismissal, and from that time ceased to act as a partner. In July, 1904, in an account the balance would have been against the plaintiff; nine months later, when he finds that the defendant by a considerable expenditure of money has assured the success of the undertaking, the plaintiff commences this action and makes a claim that the property should be valued in the light of recent events. Is he entitled to do that? The time is short, but the property is purely speculative, and in considering the question of laches this is an element that must be taken into account. In my opinion the defendant is really, in bringing this action, trying to take advantage of his own laches. A partner cannot lie by and allow others to spend money and then oust them from the position they have gained by their industry. There must be judgment for the defendant with costs.—COUNSEL, Stewart-Smith, K.C., and Ryland; Lawrence, K.C., and Wace. SOLICITORS, Tredgold & Nischan; Fenniss & Chasler.

[Reported by H. WOLCOTT WARNER, Esq., Barrister-at-Law.]

WHITEHOUSE v. HUGH. Kekewich, J. 20th, 21st, 22nd, 23rd, and 24th Nov.

BUILDING SCHEME—VARIATION—ROADWAY—DEDICATION—CUL DE SAC—ANCIENT LIGHTS.

This was an action by the plaintiff, who carried on business as a market gardener at No. 19, Mackenzie-road, Beckenham, for an injunction to restrain the defendant from breaking up and building upon a roadway adjoining the plaintiff's land so as to obstruct the plaintiff's access to his premises and also from building on the said roadway so as to obstruct the plaintiff's ancient lights. The plaintiff derived his title from the Beckenham Freehold Building Society, who were the owners of the Beckenham estate, and the conveyance by the society, which was made in the year 1899, of plot 352, on which No. 19, Mackenzie-road was subsequently built, was expressed to be made subject to certain conditions and stipulations, and by the ninth condition the society reserved to itself the right to allow variations in its plans and conditions. The roadway in question was a short one leading from Mackenzie-road to a level crossing over a branch of the London, Chatham, and Dover Railway, and was situated between plots 352 and 355. In the year 1896 the railway company, with the consent of the society, closed the level crossing, and in the following year the society put up a wooden fence across the Mackenzie-road end of the said roadway. In the year 1897 the land between plots 352 and 355 including the roadway, was sold by the society to the defendant's predecessor in title as building land, and in November, 1894, the defendant commenced to erect two houses thereon. The plaintiff contended (1) that the roadway was part of a building scheme, that it was maintainable by the society, and that he was entitled to use it; (2) that it had been dedicated to the public; and (3) that if the proposed houses were erected they would seriously affect his ancient lights. The defendant alleged that the society had consented to the erection of the houses in exercise of their power to vary their plans, and denied dedication and that the houses if erected would seriously affect the plaintiff's ancient lights.

The following cases were cited: *Heriots Hospital v. Gibson* (2 Dow. 301), *Tucker v. Vowles* (41 W. R. 156; 1893, 1 Ch. 195), *Re London School Board and Foster* (87 L. T. 700), *Attorney-General v. Antrobus* (1905, 2 Ch. 100), *Higgins v. Betts* 53 W. R. 549; 1905, 2 Ch. 210).

KEKEWICH, J., in giving judgment, said: The plaintiff puts his case, first, on the ground that the land in question is shown as a road on the plan attached to his conveyance and that the road was part of a building scheme which is binding on the society. But I find that this plot of land was not shown as a road on the plan, but merely as a vacant space. Further, it was admitted that no case could be found in which a plan alone, such as this is, had been held to be a sufficient ground for saying that the vendors could not alter what appeared on the plan. I therefore hold that there was no representation that there was a road or that this vacant space should remain vacant. But it was said that even if the road is not shown on the plan it is a road in fact. That, in my opinion, is not sufficient. A mere private road may be converted into anything else, it might be converted into a playground, or to any purpose convenient to the vendors. It has been said that this road has been dedicated to the public, but assuming that I can decide this in the absence of the Attorney-General, I hold that it has not. This road is in the nature of a cul de sac, and mere evidence of user, in the absence of any evidence of active dedication, is not sufficient: *Attorney-General v. Antrobus*. There is no such evidence here, and in my opinion on this point the plaintiff's case completely breaks down. Upon the question of ancient lights, applying the test laid down by Farwell, J., in *Higgins v. Betts*, I have come to the conclusion that if the proposed houses are erected there will be no such obstruction as will seriously affect the plaintiff in the enjoyment of his house. The action, therefore, must be dismissed with costs.—COUNSEL, Stewart-Smith, K.C., and Todd; Lawrence, K.C., and Cosmo-Hardy. SOLICITORS, James Powell; Rubenstein & Co.

[Reported by H. WOLCOTT WARNER, Esq., Barrister-at-Law.]

THOMPSON v. HAMMERSMITH CORPORATION. Buckley, J. 19th Dec.

METROPOLIS MANAGEMENT—STREETS AND HIGHWAYS—WIDENING STREET—POWER TO TAKE PART OF HOUSE—MICHAEL ANGELO TAYLOR'S ACT (31 GEO. 3, c. XXIX.), ss. 80, 82.

Action. On the 15th of May, 1905, the plaintiffs took a lease of No. 98, King-street, Hammersmith, for a term of forty years at a rent of £250, and in the lease they covenanted within twelve calendar months to alter the premises in accordance with certain plans which had been approved by the lessors. The alterations consisted in altering the house, which was old and unsuited to the plaintiffs' purposes, by converting the three floors of which the front of the house consisted into two floors. At the time when they took the lease they had seen a sketch plan showing that the borough council proposed to take part of the front of the house to a depth varying from 7 ft. 2 in. to 5 ft. 3 in. for the purpose of a street improvement. They went into possession on the 8th of June and commenced the works. On the 20th of June they received a notice to treat from the borough council in respect of the above-mentioned part of their house under the powers contained in the Metropolitan Paving Act, 1817 (commonly known as Michael Angelo Taylor's Act). On the 26th of June the plaintiffs gave the defendants a counter-notice requiring them to take the whole of the house and premises instead of the part mentioned in the notice. The defendants did not comply with the counter-notice, but on the 24th of October delivered their tender for the part only. The plaintiffs then sent in particulars of their claim for the whole of the house and premises, but the defendants refused to comply with their claim. This action was commenced on the 7th of November, and the plaintiffs claimed an injunction to restrain the defendants from proceeding under their notice to treat to take the part of the premises mentioned in the notice. Counsel referred to *Gordon v. St. Mary Abbots Vestry* (1894, 2 Q. B. 749), *Gibson v. Paddington Vestry* (1900, 2 Ch. 794), *Thomas v. Daw* (3 Ch. 1), *Gard v. Commissioners of Sewers* (28 Ch. D. 486), *Stroud v. Wandsworth Board of Works* (1894, 2 Q. B. 1), *Metropolitan District Railway Co. v. Fulkam Vestry* (1895, 2 Q. B. 443), *Pescod v. Mayor of Westminster* (1905, 2 Ch. 488), and *Touliere v. St. Mary Abbots Vestry* (30 Ch. D. 642).

BUCKLEY, J.—The question which I have to decide is whether the defendants are entitled to proceed under their notice to treat. The notice claims to take a strip of land, varying in depth from 7 ft. 2 in. at the west end to 5 ft. 3 in. at the east end, on which the front of the plaintiffs' house stands. First, then, as to the law. It is to be noticed that while section 80 of the Michael Angelo Taylor's Act does, section 82 of the same Act does not, add to the general words "houses, walls, buildings, lands, tenements and hereditaments" the expression "or any part thereof." The Divisional Court, however, decided in *Gordon v. St. Mary Abbots Vestry* (supra) that that expression is carried on into section 82, so that the compulsory powers of that section apply to "houses, buildings, land, tenements, hereditaments, or any part thereof." The local authority may consequently purchase part instead of the whole of a house. There is no provision in this Act corresponding to that contained in section 92 of the Land Clauses Act, 1845, enabling the owner to require the purchasing body to take the whole when part only is required. By way of dictum in *Gordon v. St. Mary Abbots Vestry* (supra) the court explained what would satisfy the expression "house or any part thereof." They said, in effect, that a house is a unit and that a part could only be taken, if it did not destroy the house as a house. I should have had no difficulty in following this dictum, even if the matter had not come before Stirling, J. (as he then was) in *Gibson v. Paddington Vestry* (supra), where he decided that the purchasing body must take the whole house, if the part was not separable. The defendants argued that that which is intended to be done must be regarded as actually done, and that inasmuch as the plaintiffs were under

covenant to pull down part of the house, I must consider that part as pulled down, and must treat the property as "land" and not as a "house." In support of this view they quoted *Thomas v. Daw* (*supra*), at p. 3 note, the Lord Chancellor, however, at p. 6, disapproved of the Vice-Chancellor's view on that point, though he affirmed his decision on the ground that the commissioners had not formally adjudged that possession of the whole was necessary for the purpose of executing their powers. The rights of the plaintiffs in this case must be determined upon the basis that they owned a house at the date of the notice, which they could treat as they liked. Their rights cannot be affected by any alterations intended or covenanted to be done. At most the proposed alterations would only be relevant if the house as altered would be a house of such a nature that the defendants could take a part of it without destroying its identity. Now as to the facts. At the date of the lease the plaintiffs had seen a tracing showing what part of their house the defendants proposed to take for the purpose of the improvement. This cannot affect the plaintiffs' position. The sole question is whether or not the defendants have a right under the Act to take the part which is mentioned in the notice. It is a question of fact whether the part can be severed so as not to destroy the house as a house. [His lordship then examined the facts in detail, and held that if the part were taken the ground floor would be considerably diminished in size, and the first floor would be rendered practically useless, and continued:] It is said that the back wall may be moved back by the amount taken off the front of the house. That is, however, no answer. The defendants cannot say that they will take part of your house and will then show you how to build a new house. I will grant an injunction restraining the defendants from proceeding under the notice to take such part of the house, lands, and hereditaments of the plaintiffs as is mentioned in the notice.—COUNSEL, *Buckmaster, K.C., and Waggett; Asbury, K.C., Courthorpe-Munroe, and J. A. Langston. SOLICITORS, Guscombe, Wadham, & Co.; Watson, Sons, & Room.*

[Reported by T. PAKENHAM LAW, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

BROWN (Appellant) v. LEGGETT (Respondent). Div. Court. 19th Dec. PHARMACY ACTS—POISONS—VERMIN KILLER—PHARMACY ACT, 1868 (31 & 32 VICT. c. 121), ss. 2, 17.

Appeal against a conviction by the stipendiary magistrate for Leeds. The appellant was charged with unlawfully selling a certain poisonous vegetable alkaloid, being a poison named in the first part of Schedule A to the Pharmacy Act, 1868—to wit, veratrine—to one Margaret McCann, who was then a person unknown to him, the said Margaret McCann not being then introduced to him by some person known to him, contrary to the form of the statute. The appellant was a registered chemist and druggist, carrying on business at Leeds, and was duly qualified. On the 27th of July, 1904, he sold at his shop to Margaret McCann a packet containing 228 grains of a substance known as "Rankin's Ointment," a patent preparation labelled "poison" for destroying vermin in the head. The packet contained 2½ grains (equivalent to 1 per cent.) of certain poisonous alkaloids. On analysis these were found to consist to a very large extent (about 90 per cent.) of pure alkaloid veratrine, which was a poisonous alkaloid. This quantity was sufficient, if the ointment in the packet was taken internally by an adult human being, to cause purging and vomiting, and possibly a fatal result. By section 17 of the Pharmacy Act, 1868, it is unlawful to sell any poison unless distinctly labelled with the name of the article and the word "poison," and with the name and address of the seller; and, further, "it shall be unlawful to sell any poison of those which are in the first part of Schedule A to this Act, or may be hereafter added thereto under section 2 of this Act, to any person unknown to the seller unless introduced by some person known to the seller." Part I. of the schedule comprised, *inter alia*, "all poisonous vegetable alkaloids and their salts." Section 2 of the Act gives the Council of the Pharmaceutical Society of Great Britain power to declare by resolution any particular article a poison within the meaning of the Act, and if the same is approved by the Privy Council, "the article named in such resolution shall be deemed a poison within the meaning of this Act." In pursuance of this section the society in 1869 declared by resolution that, *inter alia*, preparations of prussic acid, strychnine, atropine, corrosive sublimate, morphine, and every compound containing any poison within the meaning of the Pharmacy Act, 1868, when prepared or sold for the destruction of vermin, ought to be deemed poisons within the meaning of the Act. The appellant contended that the sale of a certain poison named on the first part of Schedule A of the Act of 1868 when compounded with another substance was not an offence within section 17 of the same Act. The words "poisonous vegetable alkaloids and their salts" in Part I. of the said schedule did not include compounds containing a percentage only of a poisonous vegetable alkaloid. These were declared poisons, but were placed in Part II. For the respondent it was argued that as the ointment contained a dangerous quantity of poisonous vegetable alkaloids which were expressly included in Part I. of the schedule, and as the penal sections were not confined to scheduled poisons in the simple state or of the preparation of such poisons, but extended to the sale of the mixture or compound containing a scheduled poison—*Pharmaceutical Society v. Armon* (1894, 2 Q. B. 720) and *Pharmaceutical Society v. Piper & Co.* (1893, 1 Q. B. 686)—the appellant had committed an offence within the Act by selling to a person unknown to him.

THE COURT (LORD ALVERSTONE, C.J., and LAWRENCE and RIDLEY, J.J.) held that the Pharmaceutical Society had power not merely to resolve that a particular article should be deemed a poison, but had power to say that

it should be a poison under one part of the schedule or the other. By their order of 1869 the Pharmaceutical Society had placed vermin-killer in Part II. of the schedule, and therefore there had been here no sale of a poison scheduled in Part I. of Schedule A. The offence defined in the latter part of section 17 therefore had not been committed, and the conviction accordingly could not stand. Conviction quashed.—COUNSEL, *Sir Edward Clarke, B.C., Bonney, and W. S. Glynn-Jones; D. M. Kerly. SOLICITORS, Beek & Kirby; Markby, Stewart, & Co.*

[Reported by ESKINE REID, Esq., Barrister-at-Law.]

HIGGS AND OTHERS v. BAKER. Warrington, J. 30th Nov.

MORTGAGE—LEASEHOLD PREMISES—FORECLOSURE ORDER ABSOLUTE—LEASE BY MORTGAGOR—UNDERVALUATION—ACTION ON THE COVENANT—REOPENING FORECLOSURE—RIGHT OF MORTGAGOR TO A RECONVEYANCE OF THE PREMISES INTACT—LEASE VALID UNDER CONVEYANCING ACT, 1881 (44 & 45 VICT. c. 41), s. 18.

Trial of action. This was an action by a mortgagee of leasehold premises to recover the principal moneys and balance of interest due under the mortgagor's covenant contained in the mortgage deed. The question turned upon whether a lease of the mortgaged premises granted by the plaintiffs at an alleged undervaluation, after order absolute for foreclosure, debarred the plaintiffs from exercising their right to sue upon the covenant. By deed of the 9th of April, 1900, the defendant Baker mortgaged the leasehold premises, Simia House, Akehurst-gardens, Roehampton, Surrey, for the residue of a term of ninety-nine years to secure the sum of £1,250 and interest, to the then trustees of the will of William Alpheus Higgs, deceased. By two deeds of transfer dated the 21st of May, 1903, and the 27th of April, 1904, this mortgage became vested in the plaintiffs, the present trustees of the will of Alpheus Higgs. By an agreement made in March, 1903, the defendant let the premises, together with a small strip of land adjoining, for one year at a rental of £150 per annum, but this rental was reduced by certain clauses of the agreement to the sum of £100. After the expiration of this agreement the tenants remained in possession of the premises for a further term of nine months at a rental of £90 per annum. On the 19th of August, 1903, the plaintiffs appointed a receiver of the rents and profits of the mortgaged premises, and on the 15th of November, 1904, an order for foreclosure absolute was made. On or about the 10th of February, 1905, the plaintiffs let the premises to a Mr. Hertz on a repairing lease for twenty-one years from the 25th of March, 1905, at a rental of £85. On the 20th of February, 1905, the plaintiffs commenced this action claiming the principal moneys and balance of interest due under the covenant contained in the mortgage of the 9th of April, 1900. In his defence the defendant alleged that the rental of £85, reserved by the lease of 1905, was below the actual letting value of the premises, and that therefore the plaintiffs were debarred from suing upon the covenant. On behalf of the defendant it was contended that a mortgagee who had foreclosed was not entitled to sue upon the covenant if he had done anything in the meanwhile to depreciate the value of the mortgaged premises. In this case, by suing upon the covenant, the plaintiffs had reopened the foreclosure, and the defendant, on paying off the principal and interest due, would be entitled to a reconveyance of the property intact. But, it was argued, the plaintiffs were not in a position to reconvey the property intact, because since it had come into their hands it had become subject to a lease at a rent below the actual letting value. Therefore the plaintiffs were not entitled to sue upon the covenant.

WARRINGTON, J., after referring to the powers of leasing conferred upon a mortgagee in possession by section 18 of the Conveyancing Act, 1881, proceeded: I have already held that such a lease as the plaintiffs granted would have been good if granted by a mortgagee in possession under section 18 of the Conveyancing Act, 1881. Now two things are well settled: (1) If, after foreclosure absolute, the mortgagee sues the mortgagor upon the covenant, the mortgagee, by so doing, submits to have the foreclosure reopened; (2) it is part of the contract between the mortgagor and mortgagee that the former, upon paying off what is due under the covenant, shall be entitled to a reconveyance. In the old days, if the mortgagee had sold the property, the mortgagor could have obtained an injunction in equity to restrain the mortgagee from bringing an action at law upon the covenant. This doctrine is founded upon the original contract between the mortgagor and mortgagee. If the mortgagee has granted a lease which would have been good under section 18 of the Conveyancing Act, 1881, then I hold that he has done nothing to prevent the mortgagor getting back his property intact. There will, therefore, be judgment for the plaintiffs for what shall be found due to them under the covenant upon taking an account, the defendant being at liberty to reopen the foreclosure.—COUNSEL, *Rouden, K.C., and George Joseph; Courthorpe-Munroe and Luxmoore. SOLICITORS, Karuth, Browne, & Higgs; Lenn Walter.*

[Reported by E. WATTELL RIDGES, Esq., Barrister-at-Law.]

ROBBINS v. WHYTE. Warrington, J. 30th Nov.

MORTGAGE—LEASE BY MORTGAGOR IN POSSESSION—POWER TO ACCEPT SURRENDER—NON-CONCURRENCE OF MORTGAGOR—ACTION BY MORTGAGOR FOR RECOVERY OF RENTS—CONVEYANCING ACT, 1881 (44 & 45 VICT. c. 41), ss. 10, 18 (1).

This was an action by a mortgagee of freehold premises to recover from a lessee of the mortgaged premises arrears of rent due under a lease granted by the mortgagor by virtue of the statutory power con-

ferred upon him by section 18 (1) of the Conveyancing Act, 1881. The question turned upon whether a surrender of the lease to the mortgagor executed by the lessee without the concurrence of the mortgagee was effectual in law as against the mortgagee. By an indenture dated the 9th of September, 1889, Mr. W. W. Samson mortgaged the freehold premises, No. 3, Marlborough-place, St. John's Wood, to Mr. John Robbins, to secure the sum of £1,800 and interest. By an indenture dated the 18th of February, 1892, Mr. Samson, under the statutory power conferred by section 18 (1) of the Conveyancing Act, 1881, demised the mortgaged premises to Lady Ellen Bennett for the term of twenty-one years, at a rental of £120 per annum, and delivered a counterpart of the lease to the mortgagee as required by section 18 of the Conveyancing Act, 1881. Mr. Samson died in November, 1892, having by his will devised the mortgaged property to his executors therein named, and this will was duly proved by the executors. Mr. Samson, until his death in 1892, and after his death his executors, continued to receive the rents and profits of the mortgaged premises until the 22nd of February, 1905, when the executors of the mortgagee required the rent to be paid to them. Lady Bennett died in September, 1904, and by her will the defendant Whyte was appointed sole executor. On the 25th of November, 1904, the defendant executed an indenture purporting to surrender the demised premises to the executors and devisees of Mr. Samson. In April, 1905, the executors of the mortgagee commenced this action against the defendant as executor of Lady Bennett, claiming £60 arrears of rent due under the demise of the 18th of February, 1892. By way of defence to this action, the defendant pleaded the surrender of the lease under the indenture of the 25th of November, 1904. By the Conveyancing Act, 1881, s. 18 (1), it is provided that "A mortgagor of land while in possession shall, as against every incumbrancer, have, by virtue of this Act, power to make from time to time any such lease of the mortgaged land, or any part thereof, as is in this section described and authorized." Section 18 (3) (i.) of the same Act authorizes "an agricultural or occupation lease for any term not exceeding twenty-one years." By section 10 it is provided that "the rent reserved by a lease and the benefit of every covenant or provision therein contained . . . shall be annexed and incident to and shall go with the reversionary estate in the land, or in any part thereof, immediately expectant on the term granted by the lease." In the course of the argument it was contended on behalf of the defendant that section 18 (1) of the Conveyancing Act, 1881, did not vest the reversion expectant upon the lease in the mortgagee. Further, that the power of the mortgagor to accept a surrender was a necessary corollary to the statutory power of granting a lease, and that contention was supported by the judgment of Lord Esher, M.R., in *The Municipal Permanent Investment Building Society v. Smith* (37 W. R. 42; 22 Q. B. D. 70). To hold otherwise would inflict great hardship upon the defendant.

WARRINGTON, J., after stating the facts as above, and the material sections of the Conveyancing Act, 1881, proceeded as follows: What is the effect of section 18 (1) of the Conveyancing Act, 1881, by itself? According to the well-known principles of equity, after the mortgagor has granted the mortgage he has no longer an estate in the land, but only an equitable right to call for a reconveyance after payment off of the moneys owing under the mortgage. Before the Conveyancing Act, 1881, he had no power to grant leases to bind the mortgagee without the concurrence of the latter, though, as between the lessee and the mortgagor, the mortgagor would be bound, by way of estoppel. Section 18 (1) of the Conveyancing Act, 1881, gives him power to grant a particular estate out of the larger estate which is vested in the mortgagee, so as to render the mortgagee's estate a reversion expectant upon the term. *The Municipal Permanent Investment Building Society v. Smith* (37 W. R. 42; 22 Q. B. D. 70) is an authority on this point. The facts here are quite different, but it was necessary to the decision of that case for the court to express its views as to the legal effect of section 18 (1) upon the estate of the mortgagee. I will take the judgment of Fry, L.J., because he puts it in the most useful language. He says (22 Q. B. D., at p. 72): "The question turns on the Conveyancing Act, 1881, and the effect of section 18 is that Davis while in possession as mortgagor had power to make this lease and to bind the plaintiffs. The statute in fact gives the mortgagor power to create a term out of the estate of the mortgagee, and so to convert that estate into one expectant on the term granted by the lease. That would seem to show that it was intended that the mortgagee should have the rights of a lessor under the lease. If this were not so it would follow that the mortgagee's estate would be diminished, and he be turned into a reversioner, but without any compensating rights." I think that is the correct view, and that the relation of lessee and reversioner is created between the lessee and the mortgagee upon the execution of the lease by the mortgagor. Now, the effect of a surrender is to merge the particular estate in the larger estate, which is expectant upon it, and there can be no merger unless the surrender is made to the person whom the reversion is vested. In this case the reversion was vested in the mortgagee, and the surrender having been made not to him, but to the mortgagor, is inoperative in law to bind the mortgagee. The result is that the plaintiffs are entitled to recover the rent for which this action is brought. Judgment accordingly.—COUNSEL, Richard Nevill; Dunham. SOLICITORS, Malkin & Co.; Hunter & Davies.

(Reported by E. WATVELL BIDGERS, Esq., Barrister-at-Law)

The death is announced of Mr. Samuel Smith, late Town Clerk of Chester.

Legal News.

Appointments.

Mr. WILFRID WATSON PARKER, solicitor, of No. 48, Finsbury-square, London has been appointed a Commissioner for Oaths.

Sir THOMAS RALPH, D.C.L., barrister-at-law, has been appointed High Bailiff of Westminster and Bailiff of the Sanctuary, in the room of Mr. Harry Wilmot Lee, resigned.

The following appointments have been made by the Council of Legal Education for the year ending the 10th of January, 1907:

Roman Law, Jurisprudence, and International Law.—Reader, Mr. J. PAWLEY BATE; Assistant Reader, Mr. S. H. LEONARD.

Constitutional Law, English and Colonial, and Legal History.—Reader, Mr. A. T. CARTER.

Evidence, Procedure, and Criminal Law.—Reader, Mr. W. BLAIR ODGERS, K.C.

The Law of Real and Personal Property and Conveyancing.—Reader, Mr. A. F. TOPHAM; Assistant Reader, Mr. W. J. WHITTAKER.

Common Law.—Reader, Mr. HUGH FRASER; Assistant Reader, Mr. J. G. PEASE.

Equity.—Reader, Mr. J. A. STRAHAN; Assistant Reader, Mr. G. M. T. HILDYARD.

Changes in Partnerships.

Mr. EUSTACE B. AMES, the surviving partner in the firm of Messrs. Hammond & Ames, of 25, Bedford-row, has arranged to join Messrs. Taylor, Willcocks, Lemon, & Elgood, of Bank-chambers, 218, Strand, and 240, Lavender-hill, S.W., in partnership on the 1st of January, 1906. The style of the new firm will be Taylor, Willcocks, Lemon, Elgood, & Ames, and they will sign "Taylor, Willcocks, & Co.," as heretofore.

Dissolutions.

ALBERT ROBERT ORTON GERY and JAMES ROBERT SMITH, solicitors (Alfred R. Gery), Regent House, Regent-street, W., and 37, Walbrook, London. Dec. 31.

CHARLES MARCHANT BENWELL and EDWARD NORFOLK, solicitors, 192, Borough High-street, London, and 4, Deptford-bridge, Deptford. April 16, 1904. The said Charles Marchant Benwell will continue to practise as a solicitor at the said addresses. [Gazette, Dec. 26.]

Information Required.

Re THOMAS BUTT (deceased).—Thomas Butt, late of The Bungalow, Alfred-road, Clive Vale, Hastings, Sussex, and formerly of No. 12, Bideford-mansions, Rosebery-avenue, London, retired Superintendent of the Metropolitan Police Force, died on the 14th of December, 1905, at The Bungalow, Alfred-road, aforesaid. Any persons having in their possession any Will or testamentary disposition executed by the above-named deceased, or any draft or copy thereof, or who can furnish any information in reference to any such document, are hereby requested to communicate with Messieurs Edell & Gordon, solicitors, of No. 4, King-street, Chancery-lane, London. Dated the 21st of December, 1905.

General.

The Lord Chief Justice has fixed the following commission days for the winter assizes on the South Wales Circuit, viz.: Haverfordwest, Thursday, January 18; Lampeter, Monday, January 22; Carmarthen, Thursday, January 25; Brecon, Wednesday, January 31; Presteigne, Saturday, February 3.

Writing about Lord Justice Mathew, the *Evening Standard* says that there is a story of a barrister who, after "opening" for two and a-half hours, remarked, "And the next point, my lord—" "The next minute point, Mr. —," said Mathew, J., rising for lunch, "we will take at a quarter after two!"

A new Bill is, says the *Daily Mail*, expected to pass in Germany which provides for the liability of the owner of the motor-car in all accidents. The important point in the Bill is that the law will hold the owner of a car *prima facie* liable for all accidents until he may have proved that the accident was not due to his or his chauffeur's neglect.

The *London Gazette* announces the appointment of Mr. John Atkinson, formerly Attorney-General for Ireland, to be a Lord of Appeal in Ordinary, under the provisions of the Appellate Jurisdiction Act, 1876, and that the King has been pleased to grant to him the dignity of a baron for life, by the style and title of Baron Atkinson, of Glenwilliam, in the county of Limerick.

Mr. W. Arthur Sharpe (Messrs. Sharpe, Parker, Fritchards, Barham, & Lawford) will preside at the opening lecture of the Hilary Session of the Solicitors' Managing Clerks' Association, on Wednesday, the 10th inst., at 7 p.m., in the Middle Temple Hall. The lecturer will be Mr. E. R. Bartley Dennis, and his subject will be "Practical Points on the Law Relating to Bills of Exchange."

Ridley a the winter February February 5; probably

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Ridley and Channell, JJ., have fixed the following commission days for the winter assizes on the Oxford Circuit, viz.: Reading, Thursday, February 1; Oxford, Tuesday, February 6; Worcester, Saturday, February 10; Gloucester, Friday, February 16; Monmouth, Friday, February 23; Hereford, Wednesday, February 28; Shrewsbury, Monday, March 5; Stafford, Saturday, March 10. The date for Birmingham will probably be Saturday, March 17.

The public appear, says the *Evening Standard*, to require warning about not having anything to do with companies which are registered in Guernsey. Another object lesson was recently supplied by an action brought in the Guernsey courts against such a company for not having a registered office in the island, and for not having lodged a list of shareholders and other particulars required by law. In the result the defendants were heavily fined, the total exceeding £600, but, as it appeared that two of the directors resided in Switzerland, and the company possessed nothing tangible upon which any claim could be made, no redress was possible.

Lawrance and Kennedy, JJ., have fixed the following commission days for the holding of the winter assizes on the South-Eastern Circuit: Huntingdon, Thursday, January 11; Cambridge, Saturday, January 13; civil business, Tuesday, January 16; Ipswich, Thursday, January 18; civil business, Saturday, January 20; Norwich, Wednesday, January 24; civil business, Saturday, January 27; Chelmsford, Wednesday, January 31; civil business, Friday, February 2; Hertford, Wednesday, February 7; civil business, Friday, February 9; Lewes, Saturday, February 10; civil business, Wednesday, February 14; Maidstone, Wednesday, February 15; civil business, Monday, February 26; Guildford, Thursday, March 1; civil business, Saturday, March 3.

The last American census, says the *Daily Mail*, shewed that there were over 1,000 practising lady lawyers in America. Eight years ago the lady lawyer was almost unknown in New York, but to-day there are probably fifty women attorneys in the city, most of them earning large incomes, ranging from £1,000 to £3,000 a year. In the second city of America, Chicago, they are not less successful. It is in Chicago that one finds Miss Florence H. King, on the sixteenth floor of the Monadnock Building. Miss King is one of the most successful patent attorneys in America, and easily makes £3,000 a year; whereas fifteen years ago this young woman was a maid-of-all-work in an Iowa farmhouse, earning five shillings a week and her board by cooking potatoes, scrubbing floors, and washing dishes.

The late Charles P. Thompson, says the *Boston Herald*, at one time had a client named Michael Dougherty, who had been arrested for the illegal sale of liquor. The police had no evidence except one pint of whisky, which their search of his alleged kitchen bar-room revealed. This evidence was produced, and a somewhat vivid claim made of *prima facie* evidence of guilt by the prosecuting attorney. During all this Mr. Thompson was silent. When his turn came for the defence he said: "Michael Dougherty, take the stand." And "Mike," with big red nose, bleared eyes, and a general appearance of dilapidation and dejection, took the stand. "Michael Dougherty, look upon the jury. Gentlemen of the jury, look on Michael Dougherty," said Mr. Thompson. All complied. Mr. Thompson himself, silently and steadily gazing at "Mike" for a moment, slowly and with solemnity turned to the jury and said: "Gentlemen of the jury, do you mean to say to this court that you honestly and truly believe that Michael Dougherty, if he had a pint of whisky, would sell it?" It is needless to say that "Mike" was acquitted.

There is a rather amusing article by Viscount St. Cyres in the January number of the *Cornhill Magazine* on "Judges' Wut." He says (we have seen the stories before but they are worth telling again) that Baron Graham (a once famous judge of the Eldon period) was distinguished by a sort of antiquated politeness, which he practised in all circumstances and towards all persons. At one county assize nine men were capitally convicted before him, and were brought up together to receive sentence. By some mistake he overlooked one of the names, and was leaving the court when his attention was called to the fact that there was still a prisoner in the dock. He hurried back to his seat, and, taking a huge pinch of snuff, addressed the unfortunate man. "My good fellow, I must really beg your pardon, it was quite a mistake—altogether a mistake I assure you. The sentence of the court is that you be taken back to the place whence you came, and thence to a place of execution, and that you be hanged by the neck till you be dead; and may the Lord have mercy on your soul! It was quite a mistake, I beg your pardon most sincerely." So saying, he made another low bow to the unhappy man, and then left the court. A worthy pendant to Baron Graham was his contemporary, the Scotch Lord Justice Clerk Kilmahon. He also never failed to signalize himself when passing sentence of death, and his peculiarities were intensified by a most remarkable pronunciation. He had to sentence a man to death for murdering a soldier. "Not only," said the judge, "did you murder him, whereby he was bereaved of his life, but you did thrust, or push, or pierce or pro-pell the leth-all weapon through the belly-band of his breeches, which were his Majesty's." And there must have been something great about a judge who was in the habit of thus demolishing a prisoner's defence: "And so, gentlemen, having shewn you that the pan-el's argument is totally impos-sib-ill, I shall now proceed to shew you that it is extremely improb-abil-ill." Chief Justice Kenyon's genius for inaccurate and inapposite quotation has never been surpassed. He once edified a jury by decanting on the Christian virtues of the Emperor Julian the Apostle, and dismissed another jury from service in the following remarkable terms: "And now, gentlemen, you may return to your hearths and homes in peace; and with the delightful consciousness of having well performed your duties, you may lay your heads upon your pillows and say 'Aut Caesar aut nullus.'" His was a ruling passion strong in death. At his decease a hatchment made its

appearance on his house, on which was the legend, *Mors janua vita*. "Vita," why, of course," said Lord Ellenborough, "Kenyon always was a miser, and left special directions in his will that his estate was not to be put to the expense of a diphthong."

FIXED INCOMES.—Houses and Residential Flats can now be furnished on a new System of Deferred Payments especially adapted for those with fixed incomes who do not wish to disturb investments. Selection from the largest stock in the World. Everything legibly marked in plain figures. Maple & Co. (Limited), Tottenham Court-road, London, W.—[ADVT.]

The Property Mart.

Sale of the Ensuing Week.

Jan. 4.—Messrs H. E. FOSTER & CRANFIELD, at the Mart, at 2:—

REVERSIONS:
To One-fourth of a Trust Fund, value £66,500; lady aged 70. Solicitors, Messrs. Robins, Hay, Waters, & Hay, London.
To One-fourth of £12,500, advanced to the Warrington Corporation; lady aged 57. Solicitors, Messrs. Robert Davies & Co., London.
POLICIES for £1,000, £500, £200, £125. Solicitors, Messrs. Oldfield, Bartram, & Oldfield, and Messrs. Redfern & Hunt, Warrington.
SHARES and DEBENTURE STOCK: Sunningdale Dorney House Club (Limited).—400 shares of £1 each. Thomas Phillips & Company (Limited).—£125 4s per Cent. First Mortgage Debenture Stock. Solicitors, Messrs. W. H. Martin & Co., London.
(See advertisements, this week, back page.)

Winding-up Notices.

London Gazette.—FRIDAY, DEC. 22.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BARCELONA TRAMWAYS CO., LIMITED (IN LIQUIDATION)—Creditors are required, on or before Jan 31, to send their names and addresses, and the particulars of their debts or claims, to Joseph Barber Glenn, 841, Salisbury House, London wall.
CHARLES BIKES, LIMITED—Creditors are required, on or before Jan 8, to send their names and addresses, and the particulars of their debts or claims, to H. Godwin, 12, Regent st.
GEORGE H. O'KELL & CO., LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Feb 4, to send their names and addresses, and the particulars of their debts or claims, to Alfred Pettin, 5, John Dalton st, Manchester. Booth, Manchester, solr.
LLOYDS MILTON BRICK CO., LIMITED—Petn for winding up, presented Dec 16, directed to be heard at the Court House, Castle sq, Southampton, on Jan 9. Emanuel & Emanuel, Southampton, solrs for petn. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Jan 8.
RHODESIA MINES, LIMITED—Creditors are required, on or before Feb 2, to send their names and addresses, and the particulars of their debts or claims, to N. A. Eustace, 10, St Helen's pl. Ingie & Co, Broad st House, solrs for liquidator.

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

ACCRINGTON GAZETTE CO., LIMITED—Petn for winding up, presented Dec 14, directed to be heard at S. George's Hall, Liverpool, on Jan 11, at 10.30. Costaker & Co, Darwen, solrs for petn. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Jan 10.

London Gazette.—TUESDAY, DEC. 28.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

AUSTRAL SILVER MINING CO., LIMITED—Creditors are required, on or before Jan 29, to send their names and addresses, and the particulars of their debts or claims, to John Ledger Keating, Chart house bldgs.
EDMONTON MANUFACTURING CO., LIMITED—Creditors are required, on or before Feb 15, to send in their names and addresses, and the particulars of their debts or claims, to Herbert Edward West Taylor, 26, Kingdon rd.
R & A PARKER, LIMITED—Creditors are required, on or before Feb 5, to send their names and addresses, and the particulars of their debts or claims, to Henry John Self, 63, Markos rd, Kensington.
SHANGHAI ELECTRIC TRAMWAYS, LIMITED—Creditors are required, on or before Feb 8, to send their names and addresses, and the particulars of their debts or claims, to Grosvenor George Walker, 19, St Swithin's ln.
THOMAS BROOK, LIMITED—Creditors are required, on or before Feb 10, to send their names and addresses, and the particulars of their debts or claims, to Thomas Butterworth, Brow Bridge Mills, Greetland, nr Halifax. Longbotham & Sons, Halifax, solrs for liquidator.

Creditors' Notices.

Under Estates in Chancery.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, DEC. 15.

LAWRENCE, EDWARD, Blaengarv, Glamorgan, Colliery Proprietor Jan 15 **LAWRENCE v LAWRENCE**, Swinfen Eady, J. Randall, Bridgend.
SHORTO, GEORGE ROBERTS, Exeter Jan 23 **Garnsworthy v Shorto**, Buckley, J. Roberts, Exeter.

London Gazette.—TUESDAY, DEC. 19.

WADE, MALCOLM LINCOLN, Westcliff on Sea, Printer's Manager Jan 20 **Hollington v Wade**, Kekewich, J. Henry, 35, Hart st, Bloomsbury sq.

London Gazette.—TUESDAY, DEC. 26.

BENSON, HENRY, North Newbald, York, Farmer Feb 8 **Ward v Malton, Farwell, J. Macturk**, South Cave, York.
NEWMAN, THOMAS, Northchapel, Sussex, Builder Jan 11 **Payne v Newman** Farwell Wilkinson, Cullum st.

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, DEC. 19.

BARBER, WILLIAM MARTIN, Worcester Jan 16 Smith & Co, Sheffield
 BARROW, JOHN, Bedlington, Northumberland Jan 22 Webb, Morpeth
 BRICKWELL, CHARLES PORTER, Gwyl Annedd, Penmachawr Dec 28 E Brickwell, Gwyl Annedd, Penmachawr
 CHRY, WILLIAM RICHARDUS, Blackpool Jan 20 Topping, Blackpool
 CHIRNSIDE, ALBERT, Croft, nr Darlington Jan 15 Sanderson & Weatherhead, Berwick upon Tweed
 DE VRIES, ELIZABETH LEVY, Scarborough st, Goodman's fields Jan 31 Anning, Cheapside
 DE WOLF, THOMAS ANDREW, Beckenham, Kent Jan 31 Stibbard & Co, Leadenhall st
 DIXIE, LADY FLORENCE CAROLINE, Annan, Dumfries, NB Jan 20 Markby & Co, Coleman st
 FOSTER, JOHN, Trump st, Commission Agent Jan 31 Hubbard & Co, Cannon st
 HACKNEY, JOHN WILLIAM, Gedney Grove End, Lincs Jan 22 Mossop & Mossop, Holbeach
 HARRISON, MARY JANE, Ashton under Lyne Jan 21 Hewitt, Ashton under Lyne
 HASSELL, PERCY, Darerth, Kent Jan 16 Russell & Co, Old Jewry chambers
 HENDERSON, VERY REV WILLIAM GEORGE, Carlisle Jan 20 Radcliffe & Co, Craven st
 HOOD, JAMES WALLACE, Gateshead, Twine Manufacturer Feb 1 Denison & Slater, Newcastle on Tyne
 HYDE, EMMA DUKELY, Dudley Dec 30 Jones & Co, Dudley
 JUFFS, MARY, Dudley Jan 18 Hooper & Fairbairn, Dudley
 KING, MARY, Westbourne, Hants March 31 Sims & Syms, Queen Victoria st
 LARSE, EMILY LAURA, Hove, Sussex Jan 15 W A Large & E C Large, Streatham hill
 LUKK, EMMA, Tavistock, Devon Feb 3 Chilcott & Chilcott, Tavistock
 MARCHANT, HERBERT, Blahopeton, Bristol, Engineers' Traveller Jan 27 Watkins, Bristol
 MCCALL, GEORGE, West Norwood Jan 14 Durnford, Carleton rd, Tufnell Park
 METCALFE, ANNA, Doncaster Jan 21 Baxter & Co, Doncaster
 MILLS, CORNELIUS, Tivdale, Stafford Jan 10 Hooper & Fairbairn, Dudley
 MOSS, RICHARD, Hawley, Hants Feb 1 Farrar & Co, Wardrobe pl, Doctors Commons
 MOTHERSHAW, GEORGE, Market Drayton, Salop Jan 31 Warren & Upton, Market Drayton
 PARKER, MARY ANN, Kingthorpe, Northampton Jan 22 Douglas, Northampton
 PARKY, JOHN, New Ferry, Chester, Beerhouse Keeper Jan 8 Thompson & Co, Birkenhead
 PEARSON, RALPH, Fulwood, nr Preston Jan 8 Hubberstey, Preston
 PIGOTT, JAMES GASCOTTE, Putney Jan 1 Rodgers & Gilbert, Walbrook
 PINNINGTON, HARRIOT, Harrogate Jan 15 Tittley & Paver-Crow, Harrogate
 POPE, CARON WILLIAM, Harrogate, York Jan 15 Tittley & Paver-Crow, Harrogate
 SOUTHWELL, FREDERICK CHARLES, Sutton, Surrey Feb 5 Robinson & Stannard, East-champ
 SUMMERBELL, MARGARET, Gateshead Jan 30 Swinburne, Gateshead
 TYRON, WILLIAM, Elterwater, Westmorland Jan 9 Shepherd, Ambleside
 WARD, CHARLES COTTEWELL, Salford, Oxford Jan 31 Wilkins & Toy, Chipping Norton
 WASS, CHARLES WESTWORTH, Upper Norwood Jan 31 Martin & Nicholson, Queen st
 WOOD, JOHN EDWIN, Grahamstown, Cape of Good Hope Jan 20 Wansey & Co, Moor-gate st

London Gazette.—FRIDAY, DEC. 22.

BAKER, LOUISA KATHLEEN, Brighton Jan 31 Lockyer, Brighton
 BARTIS, CARL GEORGE, Kendal, Westmorland Jan 23 Toft, Kendal
 BATLEY, GEORGE SHAW, Felling, Durham, Glue Manufacturer Jan 20 Ward, Newcastle on Tyne
 BAYLEY, CATHERINE, West Bromwich Jan 31 Colmore & Monckton, Birmingham
 BURD, TIMOTHY HENRY, Shrewsbury, Land Agent Jan 20 Lucas & Salt, Wem, Salop
 CLARK, MARY MARIA, Doncaster, Schoolmistress Jan 31 Eking & Wyles, Nottingham
 COHEN, LEVI, Hove, Sussex Feb 14 Hands, Gresham st
 COWLESIAW, THOMAS, Bredon on the Hill, Leicester Jan 15 Dewes & Musson, Ashby de la Zouch
 DAWDER, ANN, Mottram in Longendale, Chester March 1 Alderson & Co, Sheffield
 DEW, ELIZA ANNE, Colwyn Bay, Denbigh Jan 23 Porter & Co, Colwyn Bay
 FOULGER, GEORGE, Bedingham, Norfolk, Farmer Jan 31 Copeman & Cadge, Loddon, Norfolk

Bankruptcy Notices.

London Gazette.—FRIDAY, DEC. 22

RECEIVING ORDERS.

ABBOTT, WILLIAM, Leeds, Grocer Leeds Pet Dec 18 Ord Dec 18
 AMES, GEORGE, Winton, Bournemouth, Job Master Poole Pet Dec 19 Ord Dec 19
 BAILEY, CHARLES HENRY, Bedford, Cycle Agent Bedford Pet Dec 20 Ord Dec 20
 BLACKBURN, JOHN DOBSON, Stockton on Tees, Fish Dealer Stockton on Tees Pet Dec 19 Ord Dec 19
 BOND, JAMES, High Wycombe, Builder Aylesbury Pet Dec 8 Ord Dec 20
 BOWERS, RICHARD, Heckmondwike, York, Contractor Dewsbury Pet Dec 20 Ord Dec 20
 BOWLES, EDWIN, Havrford-st, Hotel Proprietor Pembroke Dock Pet Dec 20 Ord Dec 20
 BOGERS, JAMES, Barnstaple, Stock Broker Barnstaple Pet Dec 7 Ord Dec 19
 CAMFIELD, EDWARD, Craythorpe, Sussex, Builder Tunbridge Wells Pet Dec 18 Ord Dec 18
 CASH, HARRY, Wednesbury, Staffs, Grocer Walsall Pet Dec 7 Ord Dec 14
 CLARKE, COL EDWARD, Ravenscourt Park, Middlesex High Court Pet Nov 29 Ord Dec 19
 COLSON, H P, Bury st, St James's, Professor of Music High Court Pet Oct 31 Ord Dec 19

COOKSON, STANLEY, Stockton on Tees, Licensed Victualler Stockton on Tees Pet Dec 16 Ord Dec 16
 CRESSWELL, EDWIN, Langley Mill, Derby, Commercial Traveller Derby Pet Dec 18 Ord Dec 18
 CROSS, EDWARD, Salmon st, Mile End, Mineral Water Manufacturer High Court Pet Dec 19 Ord Dec 19
 CROYSDALE, JOHN PERRY, Lenton, Notts Nottingham Pet Nov 28 Ord Dec 18
 DARRINGTON, CHARLES SYDNEY KURTZ, Forest Gate, Butcher High Court Pet Dec 18 Ord Dec 18
 DAVIES, JOHN JAMES, Llandilo, Painter Carmarthen Pet Dec 19 Ord Dec 19
 DAVIES, WILLIAM, Duffryn, nr Merthyr Tydfil, Colliery Ripper Merthyr Tydfil Pet Dec 19 Ord Dec 19
 DAVIS, CHARLES HENRY, Rosoman st, Clerkenwell, Silversmith High Court Pet Dec 1 Ord Dec 19
 ENGLISH, JOHN THOMAS, Lowestoft, Journeyman Baker Gt Yarmouth Pet Dec 18 Ord Dec 18
 FEARN, ROBERT CHARLES, Hove, Sussex, Grocer Brighton Pet Dec 19 Ord Dec 19
 FLEWING, ALBERT, Callington, Cornwall, Mining Engineer Plymouth Pet Nov 6 Ord Dec 15
 FRANKLIN, WILLIAM, Earlsdon, Coventry, Dealer in Fire-wood Coventry Pet Dec 20 Ord Dec 20
 GABRIOTT, JAMES, Blackburn, Shoes Maker Blackburn Pet Dec 4 Ord Dec 18
 HALL, WILLIAM TAYLOR, Gateshead, Engineer Newcastle on Tyne Pet Dec 5 Pet Dec 18
 HAYNES, WILLIAM, Radcliffe on Trent, Notts, Ironmonger Nottingham Pet Dec 20 Ord Dec 20

HIPWELL, SOLDER, Wisbech, Cambridge, Builder King's Lynn Pet Dec 18 Ord Dec 18
 HOPKINS, JOSEPH, Swanage, Fishmonger Poole Pet Dec 18 Ord Dec 18
 JAMES, JOSEPH, Cardigan, Licensed Victualler Carmarthen Pet Dec 19 Ord Dec 19
 JONES, ALFRED, Clocian, nr Mold, Flint, Licensed Victualler Chester Pet Dec 18 Ord Dec 18
 JONES, ALBERT STUART, and EDMUND NATHAN JONES, Bishop Auckland, Durham, Mineral Water Manufacturers Durham Pet Dec 18 Ord Dec 18
 KIMBER, CHARLES, Southampton, Licensed Victualler Southampton Pet Nov 29 Ord Dec 20
 KLEIN, LIPMAN, Leytonstone, Wholesale Fancy Jeweller High Court Pet Dec 20 Ord Dec 20
 LUCAS, JAMES W, Bournemouth, Builder Poole Pet Dec 18 Ord Dec 18
 MARSHALL & CO, Buckingham st, Strand, Builders High Court Pet Nov 18 Ord Dec 20
 MARSHALL & FARBAR, Victoria st, Westminster, Scales Agents High Court Pet Nov 30 Ord Dec 20
 MATTHEW, SAMUEL, Lowestoft, Fishing Boat Owner Gt Yarmouth Pet Dec 19 Ord Dec 20
 MILLS, A W, & Co, Mincing ln, Tea Merchants High Court Pet Aug 5 Ord Nov 16
 PALAST, T, Weisbaden rd, Stoke Newington, Fancy Goods Importer High Court Pet Dec 14 Ord Dec 18
 PARKINSON, JOHN, Wimbington, nr March, Cambridge, Potato Merchant Peterborough Pet Dec 12 Ord Dec 18

GATLEY, THOMAS MARSLAND, Stockport Jan 19 Lake & New, Stockport
 GIBBINS, EDWIN WILLIAM NATHANIEL, Tredington, Worcester Jan 18 Haddock & Co, Shipston on Stour
 GIBSON, THOMAS, Kingston upon Hull Jan 10 T & A Priestman, Hull
 GOUGH, HENRY WILLIAM, Nottingham, Civil Engineer Jan 20 Hunt & Deakin, Nottingham
 GOWER, WILLIAM, Wembley, Glass Merchant Jan 15 Glasier, Essex st, Strand
 GREGORY, EDWARD, King's Sutton, Northampton, Farmer Jan 26 Aplin & Co, Banbury
 JAGER, ELIZABETH, Southport Jan 15 Knight & Lomax, Manchester
 HARLAND, THOMAS, Jesmond, Newcastle upon Tyne Jan 26 Bolsover, Stockton on Tees
 HENSLEY, REV LEWIS, Hitchin, Hertford Feb 1 Hawkins & Co, Hitchin
 HOWARD, SIR RICHARD NICHOLAS, Weymouth March 1 Bowen & Symes, Weymouth
 LAKER, ELIZABETH, Worcester Jan 23 Jeffery, Worcester
 LOWMAN, GEORGE, Westham, Sussex Feb 15 Whites & Co, Budge row
 MACDONALD, MRS AGNES GWYN, Moulford, Berks March 25 Cunliffe & Davison, Chancery ln
 MARKS, MATILDA, Birmingham Feb 1 Brooks, Birmingham
 MELLOR, JOHN, Saddleworth, York Feb 5 Ramsden & Co, Huddersfield
 MERCER, ANTHONY, Scarborough, Joiner Jan 31 Watts & Co, Scarborough
 MIERS, SAMUEL, Scartoft, York, Wholesale Clothier Feb 1 Scott & Turnbull, Leeds
 OLDBURY, EDWARD, Knighton, Grocer Jan 20 Green & Nixon, Knighton
 PARRETT, HARRY, Felling, Durham, Glue Manufacturer Jan 20 Ward, Newcastle upon Tyne
 PEARSON, WILLIAM, Jarrow, Durham, Dyer Feb 6 Stobo & Livingston, Newcastle upon Tyne
 REED, HARRY SILAS, Brighton, Surveyor Jan 4 Peckett & Parker, Brighton
 REEVES, JOHN, Warbleton, Sussex, Farmer Jan 23 Coles & Co, Hailsham
 ROMANIS, ROBERT WILLCOCKS, Southend on Sea, Licensed Victualler Jan 8 Jeffries, Southend on Sea
 SACRE, HOWARD CURTIS, Abergyle, Denbigh Feb 8 Farrar & Co, Manchester
 SHAW, GEORGE, Shrewley, Warwick, Pumpmaker Feb 5 Boddington & Bond, Warwick
 SIMPSON, MARGARET, Sunderland Jan 25 Ritson & Hope, Sunderland
 SOUNDBITS, JACOB, Leeds Jan 27 Fairfield, Blackburn
 STONE, HENRY, Meyrick rd, Battersea Feb 28 Greenip & Co, Tunbridge Wells
 TODD, REV JOHN WOOD, Lordship ln, Surrey Jan 25 Badham & Comins, Salter's Hall
 WALES, JANE, Cheltenham Jan 15 Wade & Co, Bradford
 WALLIS, CHARLES, Edgbaston, Birmingham Jan 26 Johnson & Co, Birmingham
 WARBURTON, CHARLES, Tumperey, Chester, Farmer Jan 25 Nicholls & Co, Altrincham
 WATERHOUSE, MARIA, St Leonards on Sea Feb 10 Waterhouse & Co, New ct
 WHALLEY, ADOLPHUS JACOB, Chalcot gdns Jan 29 Bolton & Co, Temple gdns
 WOOLCOCK, THOMAS SAMPSON, Devoran, Cornwall, Merchant Jan 31 Chilcott & Son, Truro
 WHAY, RICHARD, Messingham, Lincoln Jan 13 Sower, Brigg

London Gazette.—TUESDAY, DEC. 16.

ANDERSON, GEORGE, Newcastle upon Tyne Jan 27 Arnott & Co, Newcastle upon Tyne
 ANDERSON, MINNIE, Thurlow pl, South Kensington Feb 5 Elkin & Henriques, Earl's Hall ct
 BLAKESLEY, MARIE LOUISE, York mans, Earl's Court Jan 31 Foulger & Co, Han & Temple
 BOTTOMLEY, MABEL JANE, Stalybridge, Chester Jan 31 Simister, Stalybridge
 CHAPPELL, WILLIAM, Hollinsclough, Stafford, Farmer Feb 7 Bennett & Co, Buxton
 DAWBES, JOHN, Lincoln, Brewer Jan 31 Page & Porter, Lincoln
 DOWSE, EMMA SOPHIA, Hatch End, Middlesex Jan 27 Knight, Bedford row
 EARLE, MATILDA SARAH, Catford Hill, Kent Jan 15 Williams, Victoria st
 EATON, JOHN, Ashton under Lyne Feb 1 Cryer, Ashton under Lyne
 HAROLD, FREDERICK WILLIAM, Bickley, Kent Feb 1 Janson & Co, College hill
 HILL, JOHN HENRY, Fulham, Commercial Traveller Jan 31 Watts & Co, Dewsbury
 LEONARD, HENRY, Charlton, Middlesex, Market Gardener Jan 27 Snow & Co, Gt St Thomas Apostle
 LESLEY, ROBERT, Slingsington, York Feb 7 Turnbull & Son, Scarborough
 MILTON, FREDERICK GEORGE, Bristol, Victualler Feb 7 Wansbrough & Co, Bristol
 ROBINSON, CHARLOTTE ANNE, Bridlington Feb 1 Bowling & Sons, Leeds
 SANDERS, JOHN, Rowley, Durham, Farmer Feb 12 Aynaley, Consett
 SLATER, THOMAS, Longbridge, nr Preston, Innkeeper Jan 31 Jukes, Preston
 TAYLOR, MARY ANN, Edgbaston, Warwick Jan 31 Chinn & Nichols, Birmingham
 THORPE, ANN, Workop Jan 31 JS & CA Whall, Workop

Dec.
 PRANSON, J.
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 POWELL, ED
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 ROBERTS, W
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 SHARPE, FR
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 SMYTH, HEN
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Pet Dec 18
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High Court

FRANSON, JOHN HENRY, Kingston upon Hull, Grocer's Assistant Kingston upon Hull Pet Dec 20 Ord Dec 20
TOWERT, EDWARD, Bath, Pork Butcher Bath Pet Dec 20 Ord Dec 20
PYKE, MONTAGUE ALEXANDER, Haymarket High Court Pet Dec 24 Ord Dec 20
ROBERTS, WILLIAM, Llangefni, Anglesey, Tanner Bangor Pet Nov 29 Ord Dec 19
SHARPE, FREDERICK ASHBURNER, and MARTIN WHITE, Walsall, Provision Merchants Walsall Pet Dec 14 Ord Dec 14
BROOK, ARTHUR, Walsall, Grocer Walsall Pet Dec 16 Ord Dec 16
BRYCE, HENRY JAMES, Leagrave, Beds, Nurseryman Luton Pet Dec 20 Ord Dec 20
SPRIGT, THOMAS, Leeds, Licensed Victualler Leeds Pet Dec 19 Ord Dec 19
THORPE, FRANKIE CRITCHTON, St Margaret's on Thames, Middlesex Brentford Pet Nov 27 Ord Dec 19
THIRLWALL, EDWARD, Sunderland, Police Constable Sunderland Pet Dec 19 Ord Dec 19
THOMPSON, WILLIAM HAROLD, Cradley, Worcester, Painter Stourbridge Pet Dec 19 Ord Dec 19
WRIGHT, JOHN, Winton, Bournemouth, Builder Poole Pet Dec 18 Ord Dec 16

Amended notice substituted for that published in the London Gazette of Dec 8:

BEN, SAM, and ALFRED WHITAKER, Dewsbury, Hearth Rug Manufacturer Dewsbury Pet Dec 4 Ord Dec 4

Amended notice substituted for that published in the London Gazette of Dec 8:

LA NYVEL, HERBERT COOKE, Holloway rd, Boot Factor High Court Pet Oct 21 Ord Dec 6

Amended notice substituted for that published in the London Gazette of Dec 15:

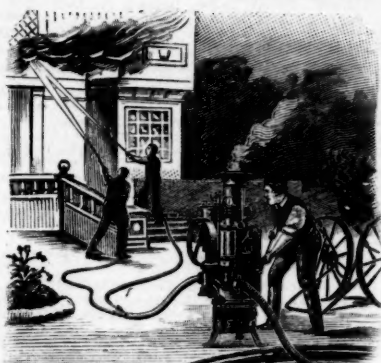
BEN, WILLIAM HENRY, Malvern, Worcester, General Smith Worcester Pet Dec 11 Ord Dec 11

FIRST MEETINGS.

ABBOTT, WILLIAM, Leeds, Grocer Jan 1 at 11 Off Rec, 22, Park row, Leeds
BORN, BENJAMIN, Croydon, Surrey Jan 3 at 12.30 132, York rd, Westminster
CHAPMAN, HENRY CHARLES, Gardener's In, Putney, Grocer Jan 5 at 11.30 132, York rd, Westminster
CRENSHAW, ALICE FRANCES, H M Prison, Holloway Jan 2 at 12 132, York rd, Westminster
CLARK, EDWARD, Rylet cres, Havenscourt Park Jan 8 at 11 Bankruptcy bldgs, Carey st
COLEMAN, H. P. Bury st, St James', Professor of Music Jan 8 at 1 Bankruptcy bldgs, Carey st
COOKSON, STANLEY, Stockton on Tees, Licensed Victualler Jan 3 at 11 Royal Hotel, High st, Stockton on Tees
CROSS, EDWARD, Salmon st, Mile End, Mineral Water Manufacturer Jan 4 at 1 Bankruptcy bldgs, Carey st
DARRINGTON, CHARLES SYDNEY KURTZ, Forest Gate, Butcher Jan 4 at 12 Bankruptcy bldgs, Carey st
DAVIES, WILLIAM, Duffryn, nr Merthyr Tydfil, Colliery Rhydder Jan 1 at 3 135, High st, Merthyr Tydfil
DAVIS, CHARLES HENRY, Roseman st, Clerkenwell, Silver-smith Jan 5 at 12 Bankruptcy bldgs, Carey st
DEYTON, HUGHES WYNNE, Rhyll, Flint, Mineral Water Manufacturer Dec 30 at 12 Crypt chmbrs, Eastgate row, Chester
ENGLAND, CHARLOTTE, Gt Yarmouth, Brake Proprietor Dec 30 at 12 Off Rec, 8, King st, Norwich
FAIR, ROBERT C HABLES, Hove, Sussex, Grocer Jan 11 at 3.30 Off Rec, 4, Pavilion bldgs, Brighton
FITCHER, JOHN SAMUEL, Rhyll, Flint, Fishmonger Jan 3 at 12 Crypt chmbrs, Eastgate row, Chester
FOX, JOHN HENRY, Freiston, Lincs, Labourer Jan 3 at 2 Off Rec, 4 and 6, West st, Boston
FARRER, GEORGE, Kingston upon Hull, Boot Dealer Dec 30 at 11 Off Rec, Trinity House Ln, Hull
HORN, JOHN, South Woodford Jan 11 at 3 Off Rec, 4, Pavilion bldgs, Brighton
HORTON, JOHN WILSON, and JAMES TRAGUE, Merton, Surrey, Builders Jan 2 at 11.30 132, York rd, Westminster
HOSON, JOHN G, Thornton Heath, Surrey Jan 3 at 11.30 132, York rd, Westminster
LAMB, WILLIAM, H M Prison, Brixton, Electrical Engineer Jan 2 at 12.30 132, York rd, Westminster
MACVILLIE, JOHN, Rook Ferry, Chester, Meat Salesman Jan 3 at 12 Off Rec, 35, Victoria st, Liverpool
MILLS, A. W., & Co, Mining In, Tea Merchants Jan 4 at 11 Bankruptcy bldgs, Carey st
MURDOCH, ARTHUR, and NICOLINO MUSOLLI, New London & Wholesale Confectioners Jan 9 at 1 Bankruptcy bldgs, Carey st
Owen, HENRY JENKIN, Cardiff, Chemist Jan 4 at 3 117, St Mary st, Cardiff
PARNT, JOHN EVAN, Liverpool, Tea Salesman Jan 4 at 2.30 Off Rec, 35, Victoria st, Liverpool
POWELL, TREVOR BARRETT, Gloucester, Coal Factor Dec 30 at 12 Off Rec, Station rd, Gloucester
RAMSDEY, NIELA PETER, Gt Grimsby, Fishing Master Jan 4 at 10.30 Off Rec, St Mary's chmbrs, Gt Grimsby
REARDON, SAMUEL, Luton, Bedford, Fruiterer Jan 1 at 11.30 Off Rec, Bridge st, Northampton
ROBERTSON, FREDERICK, Nottingham, Journeyman Bricklayer Jan 3 at 11 Off Rec, 4, Castle pl, Park st, Nottingham
ROSE, JOSEPH CHARLES, Ramey, Southampton, Baker Jan 2 at 2.30 Off Rec, Midland Bank chmbrs, High st, Southampton
ROBINSON, THOMAS, Northampton, Agent Jan 1 at 12 Off Rec, Bridge st, Northampton
ROBERTS, GEORGE, Kingston upon Hull, Fish Merchant Dec 30 at 11.30 Off Rec, Trinity House Ln, Hull
SPRIGT, THOMAS, Leeds, Licensed Victualler Jan 3 at 11 Off Rec, 22, Park row, Leeds

MERRYWEATHER

On FIRE PROTECTION and WATER SUPPLY
TO COUNTRY MANSIONS, ESTATES, &c.



MERRYWEATHER LONDON N° 2362
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FIRE ENGINE MAKERS TO H.M. THE KING.

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Fire Protection,
Water Supply to Houses and Farms,
Watering Cattle,
Pumping Out Ponds,
Irrigating Land,
Watering Lawns and Gardens,
Washing Hops, Fruit Trees, &c., &c.

THE LIGHTEST AND MOST POWERFUL PUMP ON THE MARKET.

Weight 6½ cwt. Simple in Construction.

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Lord Gifford.
Lord Pirbright.
Sir Edward Malet (Monaco).
Sidney Harrison, Esq., J.F.
Wilberforce Bryant, Esq.
A. MacKenzie, Esq., &c., &c.
E. W. Harcourt, Esq.
Earl Scarborough.
Baron F. de Rothschild.
Hon. D. Waring.
Sir Philip Egerton.
Miss A. de Rothschild.

TARRANT, ROBERT BAILLY, Southampton, Grocer Jan 2 at 3.15 Off Rec, Midland Bank chmbrs, High st, Southampton
THARP, WILLIAM, London st, Greenwich, Grocer Jan 4 at 12.30 132, York rd, Westminster
WATSON, JOHN WILLIE, Keighley, Stationer Jan 1 at 3 Off Rec, 29, Tyndal st, Bradford
WATT, JOHN FRANCIS, Paignton, Devon, Accountant Jan 2 at 11 Off Rec, 6, Athenaeum ter, Plymouth
WHEELER, GEORGE HENRY, Preston, Builders' Merchant Jan 3 at 11 Off Rec, 4, Pavilion bldgs, Brighton
Amended notice substituted for that published in the London Gazette of Dec 19:
SMITH, JONATHAN, Harmondsworth, Middlesex, Market Gardener Jan 1 at 3 14, Bedford row

ADJUDICATIONS.

ABBOTT, WILLIAM, Leeds, Grocer Leeds Pet Dec 18 Ord Dec 18
ADDIS, ALBERT EDWARD, Hounslow High Court Pet Dec 13 Ord Dec 19
ANTHONY, THOMAS, Truro, Chemist Truro Pet Nov 29 Ord Dec 19
BAILEY, CHARLES HENRY, Bedford, Cycle Agent Bedford Pet Dec 20 Ord Dec 20
BLACKBURN, JOHN DOBSON, Stockton on Tees, Fish Dealer Stockton on Tees Pet Dec 19 Ord Dec 19
BORN, BENJAMIN, Croydon, Surrey Croydon Pet Nov 3 Ord Dec 19
BOWERS, RICHARD, Heckmondwike Dewsbury Pet Dec 20 Ord Dec 20
BRAHAM, FRANK, and HERBERT BRAHAM, Rivington st, Shoreditch, Wholesale Stationers High Court Pet Nov 30 Ord Dec 19
BREX, JOHN, New Broad st High Court Pet Nov 14 Ord Dec 20
BURDER, ROBERT EUGENE, Edith grove, Fulham, Physician's Assistant High Court Pet Nov 7 Ord Dec 20
CAMFIELD, EDWARD, Croyborough, Sussex, Balder Tun-bridge Wells Pet Dec 18 Ord Dec 18
COOKSON, STANLEY, Stockton on Tees, Licensed Victualler Stockton on Tees Pet Dec 16 Ord Dec 16
CRENSWELL, EDWIN, Langley Mill, Derby, Commercial Traveller Derby Pet Dec 18 Ord Dec 18
DARRINGTON, CHARLES SYDNEY KURTZ, Forest Gate, Butcher High Court Pet Dec 18 Ord Dec 18
DAVIES, JOHN JAMES, Llandilo, Painter Carmarthen Pet Dec 19 Ord Dec 19
DAVIES, WILLIAM, Duffryn, nr Merthyr Tydfil, Colliery Rhydder Pet Dec 19 Ord Dec 19
ENGLAND, CHARLOTTE, Gt Yarmouth, Brake Proprietor Gt Yarmouth Pet Dec 14 Ord Dec 18
ENGLISH, JOHN THOMAS, Lowestoft, Journeyman Baker Gt Yarmouth Pet Dec 18 Ord Dec 18
FRANKLIN, WILLIAM, Earlsdon, Coventry Coventry Pet Dec 20 Ord Dec 20
GARNER, STANLEY, Chancery In, Stockbroker High Court Pet Oct 6 Ord Dec 15
GRIST, HOWARD, Southend on Sea, Grocer Chelmsford Pet Oct 2 Ord Dec 10
HANCOCK, JAMES STEWART, Birmingham, Grocer Birmingham Pet Nov 29 Ord Dec 15
HAYNES, WILLIAM, Radcliffe on Trent, Notts, Ironmonger Nottingham Pet Dec 20 Ord Dec 20
HITWELL, SOLDEN, Wisbech, Cambs, Builder King's Lynn Pet Dec 18 Ord Dec 18

HOPKINS, JOE, Swadage, Fishmonger Poole Pet Dec 18 Ord Dec 18
JAMES, JOSEPH, Cardigan, Licensed Victualler Carmarthen Pet Dec 19 Ord Dec 19
JONES, ALBERT STOBART, and EDMUND MATTRESS JONES, Bishop Auckland, Durham, Mineral Water Manufacturers Durham Pet Dec 18 Ord Dec 18
LEVY, MARK, Ellingham rd, Shepherd's Bush High Court Pet Oct 9 Ord Dec 20
PARKINSON, JOHN, Wimbington, nr March, Cambridge, Potato Merchant Peterborough Pet Dec 13 Ord Dec 18
PARRY, JOHN EVAN, Liverpool, Tea Salesman Liverpool Pet Nov 14 Ord Dec 18
PEARSON, JOHN HENRY, Kingston upon Hull Kingston upon Hull Pet Dec 20 Ord Dec 20
POWNEY, EDWARD, Bath, Pork Butcher Bath Pet Dec 20 Ord Dec 20
SARGENT, HENRY, Upton Park rd, Builder High Court Pet Oct 2 Ord Dec 20
SHARPE, FREDERICK ASHBURNER, and MARTIN WHITE, Walsall, Grocer Walsall Pet Dec 14 Ord Dec 15
SMITH, LOUISA, Farnham, Surrey, Harness Maker Guild-ford Pet Nov 11 Ord Dec 13
SPRIGT, THOMAS, Leeds, Licensed Victualler Leeds Pet Dec 19 Ord Dec 19
THIRLWALL, EDWARD, Sunderland, Police Constable Sunderland Pet Dec 19 Ord Dec 19
THOMPSON, WILLIAM HAROLD, Cradley, Worcester, Painter Stourbridge Pet Dec 19 Ord Dec 19
WEBSTER, HENRY, Harrow rd, Sewing Machine Factor High Court Pet Dec 11 Ord Dec 19
WRIGHT, JOHN, Winton, Bournemouth, Builder Poole Pet Dec 18 Ord Dec 16

Amended notice substituted for that published in the London Gazette of Dec 8:

BEN, SAM, and ALFRED WHITAKER, Dewsbury, Hearth Rug Manufacturers Dewsbury Pet Dec 4 Ord Dec 4

NOTE.—The Notice of Adjudication in the matter of William Busk, Worcester, No. 45 of 1905, which was gazetted on the 15th December, 1905, is hereby withdrawn, no Order of Adjudication having been made.

London Gazette.—TUESDAY, Dec. 26.

RECEIVING ORDERS.

ALDRON, SAMUEL, Stevenage, Herts, Builder Luton Pet Dec 6 Ord Dec 21
BRIERY, THOMAS EDMUND, Huggate, Yorks, Farmer York Pet Dec 20 Ord Dec 20
CHAPMAN, JAMES SPENCER, Chadwell St Mary, Essex, Licensed Victualler Chelmsford Pet Dec 21 Ord Dec 21
EVANS, MATTHEW, Tring, Herts, Hotel Keeper Aylesbury Pet Dec 12 Ord Dec 22
FELDERSEN, ALBERT, Shepherd st, Mayfair, Provision Merchant High Court Pet Dec 11 Ord Dec 22
HAMBURY, JAMES, Treherbert, Glam, Collier Pontypridd Pet Dec 21 Ord Dec 22
HART, SAMUEL, Godolphin rd, Shepherd's Bush, Clerk High Court Pet Dec 22 Ord Dec 22
HORSER, FREDERICK, Charles st, Berkeley sq High Court Pet Oct 7 Ord Nov 10
HORTON, WILLIAM, Heston, Derby, Potato Dealer Derby Pet Oct 21 Ord Oct 21
LEATHAM, ARTHUR RICHARD, Winchester, Schoolmaster Winchester Pet Dec 22 Ord Dec 22